A NEW EDITION, CORRECTED.

ORIGINAL PRECEDENTS IN Conveyancing,

SETTLED AND APPROVED BY THE MOST EMINENT CONVEYANCERS;

INTERSPERSED WITH THE OBSERVATIONS AND OPINIONS OF COUNSEL UPON VARIOUS INTRICATE CASES.

THE WHOLE SELECTED FROM The Draughts of Actual Practice,

AND NOW FIRST PUBLISHED

Under the Direction and immediate Inspection of

THOMAS WALTER WILLIAMS,
OF THE INNER TEMPLE, BARRISTER AT LAW.

In Four Volumes.

VOL. III.

S
UK
916.7
WIL

LONDON.

Printed by his MAJESTY's LAW PRINTERS,
For C. and G. KEARSLEY, No. 46, Fleet Street.
1792.

1x
W721con

SEP 30 1915

A

TABLE OF THE CONTENTS

OF THE

SEVERAL PRECEDENTS

CONTAINED IN

THE THIRD VOLUME.

Leaſes.

A LEASE of Ground and Houſes for a long Term, from a Tenant for Life and a Perſon intitled to the Reverſion, granted in Conſequence of a former Leaſe being deſtroyed by Fire. Page 933 — No. I.

A Leaſe of Lands from a Tenant for Life under a Marriage Settlement. 946 — No. II.

A Building Leaſe. 962 — No. III.

A Leaſe, from a Leſſee for a long Term, of an Houſe and Premiſſes in *London*, determinable at the firſt ſeven or fourteen Years. 971 — No. IV

Mortgages.

A Mortgage of Leaſehold Premiſſes, together with a Bond entered into by the Leſſor for ſecuring to the Mortgagor the Poſſeſſion, 1027 — No. I.

A Mortgage of a Plantation in *Tobago*. 1053 — No. II.

No. III. A Mortgage of a Freehold Eſtate by Demiſe. Page 1073

No. IV. A further Mortgage by Indorſement. 1082

No. V. A Mortgage from the Tenants for Life, and a Perſon intitled in Reverſion under a Marriage Settlement. 1084

No. VI. A Mortgage of Lands by a Tenant for Life in Poſſeſſion, for ſecuring an Annuity. 1096

No. VII. A Deed of Covenants upon ſurrendering a Copyhold Eſtate by Way of Mortgage. 1104

No. VIII. A Mortgage in Fee, with a Proviſo for reducing the Intereſt, if paid within a limited Time. 1109

Partition.

A Deed of Partition of Leaſehold Premiſſes. 1140

Releaſes.

No. I. A Conveyance of Freehold Premiſſes, by Leaſe and Releaſe from a Deviſee, to a Purchaſer, wherein the Heir at Law joined by way of Confirmation. 1151

No. II. A Conveyance of a Manor, by Deeds of Leaſe and Releaſe from a Mortgagee, Mortgagors and the Truſtee of an inſolvent Perſon to a Purchaſer, with Covenants from the Purchaſer upon part of the Purchaſe Money being left in his Hands, to pay the Intereſt thereof, to certain Perſons for Life, and after their Death to divide the Principal among the Parties intitled thereto under a Will. 1159

No. III. A Conveyance of Freehold Ground Rents, by Leaſe and Re-leaſe. 1199

No. IV A Conveyance by Leaſe and Releaſe of a Freehold Eſtate, and an Aſsignment of Leaſehold Premiſſes, from the Truſtees named in an Act of

of Parliament, and an Heir at Law to a Purchaſer. Page 1210

A Conveyance by Leaſe and Releaſe of the ſeventh Part of a Freehold Eſtate directed by a Teſtator to be ſold for the purpoſe of dividing the Monies ariſing by ſuch ſale between ſeveral Perſons, and an Aſsignment from the Grantor of his Share thereof. 1247 No. V.

A Conveyance of a Freehold Eſtate by Leaſe and Releaſe to ſeveral Perſons in truſt for a Corporation, with a Declaration of Truſt from the Truſtees; and an Aſsignment of a Term to a Truſtee to attend the Inheritance. 1256 No. VI.

A Releaſe of a Legacy and of all other Claims under a Will. 1276 No. VII.

A Conveyance in Fee, by Leaſe and Releaſe, from an Heir at Law to a Deviſe, in order to confirm a defective Deviſe. 1281 No. VIII.

A Conveyance of Freehold Premiſſes from a Mortgagor, a Mortgagee, and a Perſon formerly intitled to the inheritance, by Deed of Leaſe and Releaſe. 1287 No. IX.

A Conveyance of a Freehold Eſtate to a Purchaſer, by Leaſe and Releaſe, wherein the Mortgagees, and Truſtees appointed by a former Deed to ſell the Premiſſes, as well as the Mortgagor joined; and an Aſsignment of a Term to a Truſtee. 1300 No. X.

A Conveyance of a Freehold Eſtate to a Purchaſer, by Leaſe and Releaſe, from a Deviſee for Life, an Heir at Law, and other Perſons, intitled to Monies to ariſe by Sale of the Premiſſes, after the Death of the Tenant for Life, in Conſideration of Bank Stock transferred to Truſtees, the Teſtator having given the Tenant for Life Power, with the Concurrence of the Legatees, to ſell the Premiſſes, upon Condition that the Purchaſe Money was veſted in the Funds, in the Name of a Truſtee for the Purpoſes No. XI.

Purpoſes in his Will.—There is alſo a Declation of Truſt in this Deed from the Tenant for Life and Truſtee with reſpect to the Bank Stock transferred as the Conſideration. Page 1323

No. XII. A Conveyance by Leaſe and Releaſe from a Mortgagee and Mortgagor of a Moiety of a Freehold Eſtate, whereof Partition had been made under a Decree in the Court of Chancery. 1343

No. XIII. A Conveyance from a Deviſee and a Truſtee to a Purchaſer by Leaſe and Releaſe, of the ſeventh Part of a Freehold Eſtate, to which the Teſtator was intitled under a Marriage Settlement. 1363

No. XIV. A Conveyance of a Freehold Eſtate unto Truſtees by Deeds of Leaſe and Releaſe, from a Perſon who was appointed Clerk of a Company; as a Security for his Fidelity in ſuch Situation. 1377

No. XV. A Releaſe for ſuffering a Recovery of Part of an Eſtate comprized in a Marriage Settlement, and for confirming the Uſes limited thereof by that Settlement. 1398

No. XVI. A Releaſe for ſuffering a Recovery in order to ſecure the Payment of an Annuity, and confirm a Will. 1418

No. XVII. A Releaſe of Dower. 1437

A TABLE

A

TABLE OF THE CONTENTS

OF

THE SEVERAL CASES

CONTAINED IN

THE THIRD VOLUME.

Caſes in Reſpect to Leaſes.

WHETHER a Leſſee when there is no exception in the Leaſe againſt Fire, is, upon the Premiſſes being deſtroyed by that Caſualty, liable upon the general Covenants to pay the Rent during the Remainder of the Term, and to re-build. Page 989 No. I.

Whether a Leſſee can compel the Leſſor to re-build Premiſſes deſtroyed by Fire, the Leſſor having received from the Fire Office the Money inſured. 991 No. II.

How far the Leſſee of Premiſſes deſtroyed by Fire (when there is no Exception in the Leaſe in reſpect to that Caſualty) is liable to anſwer Damages to the Leſſor. 998 No. III.

Whether a Leſſor can recover from an Aſſignee Money received by him, from the Aſſurance Office; or whether the Aſſignee is anſwerable only for the actual Value of the Premiſſes. 1003 No. IV.

Whether

No. V. Whether a Leſſee of Ground who entered into an Agreement for the Purpoſe of granting a Leaſe to another Perſon of Part of that Ground for the Term which he had under the original Leaſe is (having obtained a further Term) compellable under ſuch Agreement to grant a Leaſe for the whole Term? Page 1017

Caſes in Reſpect to Mortgages.

No. I. Whether the Heir at Law of a Mortgagor, who was intitled to Leaſehold and Freehold Eſtates, under a Will, in the Nature of a Tenant in Tail, can by any and what Conveyances make an abſolute Title to the Mortgagee. 1121

No. II. Whether Tenants for Life under a Marriage Settlement, where there is no Probability of Iſſue, can, by Mortgage of the ſettled Eſtate, ſecure the Re-payment of Money borrowed. 1132

ORIGINAL

ORIGINAL PRECEDENTS IN CONVEYANCING.

Leases.

A Leaſe of ground and houſes for a long Term, from a Tenant for life and a Perſon intitled to the reverſion, granted in conſequence of a former Leaſe being deſtroyed by Fire. No. I.

THIS INDENTURE tripartite, *&c.* between *Mary Cole* of, *&c.* widow, and relict of *John Cole* late of, *&c.* merchant, deceaſed, and which ſaid *Mary Cole* is the only child and heir of *Stephen Strange*, heretofore of, *&c.* goldſmith, deceaſed, of the firſt part; *Iſaac Staff* of, *&c.* gentleman, of the ſecond part; and *John Handle* of, *&c.* and *Ann Atkins* of, *&c.* widow, of the third part: *Whereas* by indenture of leaſe bearing date on or about the 3d day of

A recital of a leaſe, in 17—,

of *March*, which was in the year of our Lord 17—, and made, or mentioned to be made between the ſaid *Stephen Strange* of the firſt part, and *William Wenman* of, &c. tanner, of the other part; The ſaid *Stephen Strange*, for the conſiderations therein mentioned, did demiſe, grant, and to farm let, unto the ſaid *William Wenman*, his executors, adminiſtrators, and aſſigns, all that piece or parcel of ground hereinafter mentioned, to be hereby demiſed, with the two meſſuages or tenements then ſtanding thereon, and all other the erections and buildings thereafter to be erected and built upon the ſaid ground, with their and every of their appurtenances: *To hold* the ſame unto the ſaid *William Wenman*, his executors, adminiſtrators, and aſſigns, from the Feaſt Day of the Nativity of *Saint John* the Baptiſt then next enſuing, for the term of nine hundred and ninety-nine years, at the yearly rent of ſixteen pounds payable quarterly, and under and ſubject to the ſeveral covenants, proviſoes, reſtrictions and agreements hereinafter mentioned and contained. *And whereas* the ſaid leaſe was deſtroyed by the late fire in *Throgmorton Street*, but the counterpart thereof is in the poſſeſſion of the ſaid *Mary Cole*, who is intitled to a life eſtate in the premiſſes thereby demiſed, with remainder to the ſaid *Iſaac Staff* for his life, with the reverſion or remainder to the appointees of *Mary Staff*, the wife of the ſaid *Iſaac Staff*, and in default of appointment, to the

of a piece of ground and two meſſuages ſtanding thereon.

Habendum from Midſummer then next enſuing, for 999 years.

Rent 16 l.

The leaſe deſtroyed by the fire in Throgmorton Street. The counterpart in the poſſeſſion of the heir of the leſſor.

the ſaid *Iſaac Staff* in fee: *And whereas* the ſaid *John Handle* and *Ann Atkins* are intitled in equal moieties as tenants in common to the ſaid premiſſes, during the reſidue and remainder now to come and unexpired of the ſaid term of nine hundred and ninety-nine years, by the ſaid recited indenture of leaſe granted thereof as aforeſaid, ſubject to the payment of the rent thereby reſerved, and the performance of the covenants and agreements therein contained on the tenant or leſſee's part, from henceforth to be paid, done, and performed. Now THIS INDENTURE WITNESSETH, That for effectually granting and confirming the tenements hereinafter mentioned to be hereby demiſed unto the ſaid *John Handle* and *Ann Atkins*, for and during all the reſidue and remainder now to come and unexpired of the ſaid term of nine hundred and ninety-nine years therein, agreeable to the ſaid leaſe, and for ſupplying the want and loſs of the ſaid leaſe; and for and in conſideration of the rent, covenants, and agreements hereinafter reſerved and contained by and on the part and behalf of the ſaid *John Handle* and *Ann Atkins*, their executors, adminiſtrators, and aſſigns, to be paid, done, and performed; they the ſaid *Mary Cole* and *Iſaac Staff*, have and each of them hath, demiſed, granted, ratified and confirmed, and by theſe preſents do and each of them doth demiſe, grant, ratify, and confirm unto the ſaid *John Handle* and *Ann*

The parties now intitled to the premiſſes during the remainder of the term.

For ſupplying the loſs of the leaſe, &c.

The demiſe.

Atkins, their executors, adminiſtrators, and aſſigns, all that piece or parcel of ground ſituate, lying and being on the ſouth ſide of ——— in the ſaid pariſh of ———, containing the ſeveral dimenſions, buttings and boundings particularly deſcribed, laid down, and mentioned in the ſcheme or plot thereof in the margin of theſe preſents; and all thoſe ten meſſuages or tenements, and other the buildings now ſtanding thereon, or hereafter to be ſtanding and built thereon, together with free liberty of ingreſs, egreſs, regreſs, way and paſſage, as well with horſes and carts as on foot, in, by, and through the paſſage leading out of ——— aforeſaid, to certain meſſuages or tenements belonging to the ſaid *Mary Cole* as well as to part of the premiſſes hereby demiſed in common with other the tenants there of the ſaid *Mary Cole*, and not otherwiſe; and alſo liberty to and for the ſaid *John Handle* and *Ann Atkins* their executors, adminiſtrators, and aſſigns, to make uſe of the wall of the meſſuage or tenement of the ſaid *Mary Cole* next aforeſaid, on the Weſt ſide of the ſaid hereby demiſed premiſſes, as a party wall to lay timber into the Lane, according to the directions and upon the terms mentioned in an act of parliament which paſſed relating to buildings in the city of *London* and the ſuburbs thereof, they the ſaid *John Handle* and *Ann Atkins*, their executors, adminiſtrators, and aſſigns, making good ſuch

This leaſe or demiſe to be in all reſpects agreeable to that which was deſtroyed, except as to the names and other neceſſary alterations.

M. D.

ſuch damage as ſhall be occaſioned thereby. *And* all ways, paſſages, lights, eaſements, waters, water-courſes, profits, commodities, and appurtenances whatſoever to the ſaid hereby demiſed premiſſes or any part thereof belonging or in any wiſe appertaining, except and always reſerved out of this preſent demiſe unto the ſaid *Mary Cole* and her aſſigns, during ſuch part of the term hereby granted, as ſhe ſhall happen to live, and from and after her deceaſe, unto ſuch perſon or perſons as ſhall from thenceforth during the then remainder of the ſaid term be intitled to the freehold or reverſion and inheritance of the ſaid premiſſes, all eves drops of all or any the meſſuages or tenements of the ſaid *Mary Cole*, into or towards the ſaid ground hereby demiſed. *And alſo* except free leave and liberty to and for the ſaid *Mary Cole* and her aſſigns during ſuch part of the term hereby granted as ſhe ſhall happen to live, and from and after her deceaſe, to and for ſuch perſon or perſons as ſhall from thenceforth during the then remainder of the ſaid term be intitled to the freehold and reverſion and inheritance of the ſaid premiſſes, and her, his, and their workmen to come into and upon the ſaid hereby demiſed premiſſes to repair and amend any of the meſſuages or tenements and fences thereto adjoining now belonging to the ſaid *Mary Cole* as often as occaſion ſhall require during the ſaid term here-

General words.

Exceptions.

by

Habendum.

by granted. To HAVE AND TO HOLD the ſaid piece or parcel of ground, meſſuages or tenements, erections, buildings and all and ſingular other the premiſſes with the appurtenances hereby demiſed or intended ſo to be, and every part and parcel thereof (except as before excepted) unto the ſaid *John Handle* and *Ann Atkins* equally to be divided between them ſhare and ſhare alike, and they to take as tenants in common, and to their ſeveral and reſpective executors, adminiſtrators, and aſſigns from the feaſt day of the *Nativity* of *Saint John the Baptiſt* laſt paſt, before the date hereof, for and during, and unto the full end and term of nine hundred and twenty-nine years from thence next enſuing and fully to be compleat and ended (being the reſidue and remainder now to come and unexpired of the ſaid term of nine hundred and ninety-nine years therein) they the ſaid *John Handle* and *Ann Atkins* their ſeveral and reſpective executors, adminiſtrators, and aſſigns, *yielding and paying* therefore yearly and every year unto the ſaid *Mary Cole* and her aſſigns during ſuch part of the ſaid term of nine hundred and twenty-nine years hereby granted as ſhe ſhall happen to live, and from and after her deceaſe unto ſuch perſon or perſons as ſhall from thenceforth during the then reſidue and remainder of the ſaid term be intitled to the freehold or reverſion and inheritance of the ſaid premiſſes the yearly

A reſervation of rent to one grantor for life and afterwards to the perſon intitled in reverſion.

ly rent or ſum of ſixteen pounds of lawful money of *Great Britain* by quarterly payments on the feaſts of *Saint Michael* the Archangel, the Birth of our Lord *Chriſt*, the Annunciation of the Bleſſed Virgin *Mary*, and the Nativity of *Saint John* the Baptiſt in each year, by even and equal portions, the firſt payment thereof to begin and be made on the Feaſt Day of *Saint Michael* the Archangel, next enſuing the date hereof. AND the ſaid *John Handle* for himſelf, his executors, adminiſtrators, and aſſigns doth covenant, promiſe, and agree to and with the ſaid *Mary Cole* and her aſſigns, and alſo to and with the perſon or perſons that ſhall be intitled to the freehold or the reverſion and inheritance of the ſaid premiſſes from and after her deceaſe, and his, her, and their heirs and aſſigns reſpectively by theſe preſents, that he the ſaid *John Handle*, his executors, adminiſtrators, and aſſigns, ſhall and will, well and truly pay or cauſe to be paid unto the ſaid *Mary Cole* and her aſſigns for and during ſuch part of the ſaid term as ſhe ſhall happen to live, and from and after her deceaſe unto ſuch perſon or perſons as ſhall from thenceforth during the then remainder of the ſaid term, be intitled to the freehold or reverſion and inheritance of the ſaid premiſſes the yearly rent or ſum of eight pounds (being a moiety or half part of the ſaid yearly rent of ſixteen pounds hereinbefore reſerved) of lawful money of *Great Britain* by

A covenant from one leſſee to pay a moiety of the rents reſerved.

by even and equal quarterly payments on the four feaſt days herein before particularly mentioned and appointed for payment thereof; *And* the ſaid *Ann Atkins* for herſelf, her executors, adminiſtrators, and aſſigns doth hereby covenant, promiſe, and agree to and with the ſaid *Mary Cole* and her aſſigns, and alſo to and with the perſon and perſons that ſhall be intitled to the freehold or reverſion and inheritance of the ſaid premiſſes from and after her deceaſe reſpectively, by theſe preſents, that ſhe the ſaid *Ann Atkins*, her executors, adminiſtrators, and aſſigns, ſhall and will, well and truly pay or cauſe to be paid unto the ſaid *Mary Cole* and her aſſigns for and during ſuch part of the ſaid term as ſhe ſhall happen to live, and from and after her deceaſe unto ſuch perſon or perſons as ſhall from thenceforth during the then remainder of the ſaid term be intitled to the freehold or reverſion and inheritance of the ſaid premiſſes the like yearly rent or ſum of eight pounds (being the other moiety or half part of the ſaid rent hereby reſerved) of like lawful money of *Great Britain* by even and equal quarterly payments on the ſaid four feaſt days herein-before particularly mentioned and appointed for payment thereof. *And* the ſaid *John Handle* and *Ann Atkins* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective executors, adminiſtrators, and aſſigns, do covenant, promiſe

The like covenant from the other leſſee.

Covenant from both leſſees to repair.

promiſe and agree to and with the ſaid *Mary Cole* and her aſſigns; and alſo to and with the perſon or perſons that ſhall be intitled to the freehold or reverſion and inheritance of the ſaid premiſſes from and after her deceaſe reſpectively by theſe preſents in manner and form following (that is to ſay) that they the ſaid *John Handle* and *Ann Atkins* ſeverally and reſpectively, and their ſeveral and reſpective executors, adminiſtrators, and aſſigns, or ſome or one of them ſhall and will from time to time during the ſaid term hereby granted, at his, her, or their own proper coſts and charges when and as often as need ſhall require, well and ſufficiently repair, uphold, ſupport, ſuſtain, maintain, pave, purge, ſcour, cleanſe, ditch, fence, empty, amend, and keep the ſaid meſſuages, or tenements, grounds, and premiſſes hereby demiſed; and all other buildings and erections, which during the term hereby granted ſhall be erected and built on the ſaid demiſed piece or parcel of ground and premiſſes, and all the walls, poſts, pales, rails, fences, pavements, grates, privies, ſinks, drains, and water-courſes thereto belonging, and which ſhall belong to the ſame, in, by, and with all and all manner of needful and neceſſary reparations, cleanſings, and amendments whatſoever; and the ſaid meſſuages or tenements and premiſſes, and every part thereof, with the appurtenances, and all the walls, fences, pavements,

ments, ſinks, ſewers, drains, and water-courſes thereto belonging, ſo being in all things well and ſufficiently repaired, upheld, ſupported, ſuſtained, maintained, paved, purged, ſcoured, cleanſed, ditched, fenced, emptied, amended, and kept, ſhall and will at the expiration, or other ſooner determination of this preſent leaſe (which ſhall firſt happen) peaceably and quietly leave, ſurrender and yield up unto ſuch perſon or perſons as ſhall be then intitled to the freehold or reverſion and inheritance of the ſaid premiſſes. *And* that it ſhall and may be lawful to and for the ſaid *Mary Cole* and her aſſigns during ſuch part of the term hereby demiſed, as ſhe ſhall happen to live; and from and after her deceaſe to and for ſuch perſon or perſons as ſhall from thenceforth, during the then reſidue of the ſaid term, be intitled to the freehold or reverſion and inheritance of the ſaid premiſſes, or any of them, with workmen or without, twice or oftener in every year, during the ſaid term hereby granted, at her, his, and their wills and pleaſures to enter, come into, and upon, as well the premiſſes, hereby demiſed, as alſo into all and ſingular the meſſuages or tenements, erections and buildings thereupon, or upon any part thereof hereafter to be erected and built as aforeſaid; and into every or any part or parcel thereof, there to view, ſearch, and ſee the ſtate and

Power given to the leſſor to enter upon the premiſſes to view the repairs.

and condition of the reparations thereof, and of all defaults, decays, and wants of reparation, which ſhall be then and there found, to give or leave notice or warning thereof in writing at the ſaid demiſed premiſſes, or ſome part thereof, to and for the ſaid *John Handle* and *Ann Atkins*, their ſeveral and reſpective executors, adminiſtrators, or aſſigns for the repairing and amending the ſame defaults, decays, and wants of reparations, within the time and ſpace of three months then next following, *Within* which ſaid time and ſpace of three months next after every ſuch notice or warning ſhall be given or left as aforeſaid, they the ſaid *John Handle* and *Ann Atkins*, their ſeveral and reſpective executors, adminiſtrators, and aſſigns, ſhall and will repair and amend all and every the ſame defaults, defects, decays, and wants of reparations, or amendments which then and there at any ſuch view or views ſhall be found, and whereof notice or warning ſhall be given or left as aforeſaid; *Provided always* that if it ſhall happen the ſaid yearly rent of ſixteen pounds hereby reſerved, or any part thereof ſhall be behind and unpaid in part, or in all by the ſpace of fourteen days next, over or after any of the ſaid feaſts or days of payment on which the ſame ought to be paid as aforeſaid, (being lawfully demanded) or if the ſaid *John Handle* and *Ann Atkins*, their ſeveral and reſpective executors, adminiſtrators, and aſſigns, ſhall not in

Proviſo giving the leſſor power of re-entry in caſe of non-payment of the rent &c.

in all things well and truly obſerve, perform, fulfil, and keep all and every the covenants, articles, proviſoes, conditions, reſervations, and agreements herein contained, which on their parts and behalves are or ought from henceforth to be obſerved, performed, fulfilled, and kept according to the true intent and meaning of theſe preſents, then and in either of the ſaid caſes, it ſhall and may be lawful to and for the ſaid *Mary Cole*, if then living, but in caſe of her deceaſe, to and for ſuch other perſon or perſons as ſhall be then intitled to the freehold or reverſion, and inheritance of the ſaid premiſſes, into and upon the ſaid grounds, meſſuages, or tenements, and premiſſes hereby demiſed, with the appurtenances, and into and upon every or any part or parcel thereof; and into and upon all ſuch new meſſuages or tenements, erections and buildings whatſoever, which at any time or times hereafter ſhall be erected, built, or ſtanding upon the ſaid demiſed premiſſes, or any part thereof, for and in the name of the whole wholly to re-enter, and the ſame to have again, retain, repoſſeſs and enjoy, as in her, his and their firſt and former eſtate, and the ſaid *John Handle* and *Ann Atkins*, their executors, adminiſtrators, and aſſigns, and all other occupiers of the ſaid premiſſes, thereout and from thence utterly to expel, put out, and amove, this indenture, or any thing herein contained to the contrary thereof in anywiſe notwith-

withſtanding; *And* the ſaid *Mary Cole* and *Iſaac Staff*, for themſelves ſeverally, and for their ſeveral and reſpective heirs and aſſigns, do hereby covenant, promiſe, and grant, to and with the ſaid *John Handle* and *Ann Atkins* their executors, adminiſtrators, and aſſigns, by theſe preſents, that they the ſaid *John Handle* and *Ann Atkins*, their ſeveral and reſpective executors, adminiſtrators, and aſſigns, paying the ſaid yearly rent, and performing, fulfilling, and keeping all and ſingular the covenants and agreements in theſe preſents reſerved and contained, on their parts to be paid, done, and performed, ſhall or lawfully may, peaceably and quietly have, hold, occupy, poſſeſs, and enjoy all and ſingular the ſaid premiſſes hereby demiſed, with their and every of their appurtenances during the ſaid term hereby granted, without any let, ſuit, trouble, denial, eviction, ejection, moleſtation, or hindrance, of or by the ſaid *Mary Cole* and *Iſaac Staff*, or either of them, their or either of their heirs or aſſigns, or of or by any other perſon or perſons whatſoever, lawfully claiming or to claim, by, from, or under them, any or either of them, or by or through their any or either of their means, default, conſent, or procurement. IN WITNESS, &c.

Covenant for peaceable enjoyment.

I approve of this draught,

M. DUANE.

No. II. *A Leaſe of Lands from a Tenant for Life under a Marriage Settlement.*

The leſſor by virtue of a power in a ſettlement, and for certain conſiderations.

THIS INDENTURE, made, *&c.* Between *Martha Meux* of, *&c.* widow of *John Meux*, late of the ſame place, eſquire, deceaſed, of the one part; and *Chriſtopher Crow* of, *&c.* of the other part; WITNESSETH that the ſaid *Martha Meux* by virtue of a power to her given, and reſerved, in and by the ſettlement made on her marriage with the ſaid *John Meux*, bearing date the 25th day of *May* 17—, and of all and every other power and powers enabling her thereunto, and for and in conſideration of the rents and covenants hereinafter reſerved and contained, by and on the part and behalf of the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, and aſſigns, to be paid, done, and performed, hath leaſed, ſet, and to farm let, and by theſe preſents doth leaſe, ſet, and to farm let, unto the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, and aſſigns; ALL that meſſuage or tenement, and dairy called ——— with the barns, ſtables, buildings, and appurtenances thereunto belonging; and alſo all thoſe ſeveral cloſes, incloſures, and parcels of ground thereunto alſo belonging, and hereinafter particularly mentioned (that is to ſay) all thoſe cloſes and parcels of meadow and paſture ground called the *Hill Cloſe*, containing by eſtimation nine acres or thereabouts, the *Fat-*

Leaſes.

The parcels.

ting Close, containing by estimation seven acres or thereabouts, the *Misleto Close*, containing by estimation seven acres or thereabouts, the *Home Close*, containing by estimation 7 acres or thereabouts, the half part of the *Seven Acres Close* that lies towards the North (the other half of the said close which lies towards the South, and adjoins to a close called the *Twenty Acres Close*, being the land of the duke of *Bedford*) and the *Eight Acres Close*, containing by estimation eight acres or thereabouts, (except and always reserved out of the said *Eight Acres Close*, unto the minister of the parish of ——— or other person intitled thereto, a cut of grass of three acres and an half, more or less, as the same is staked out as a *modus* or in lieu of tithes or otherwise;) And also all those closes and parcels of arable land called the *Two Arbour Closes*, containing by estimation fourteen acres or thereabouts, *The Rye Hill Close* containing by estimation ten acres or thereabouts, and the *Charles Close*, containing by estimation twelve acres or thereabouts; and also all that piece or parcel of ground called *The Warren*, containing by estimation forty-four acres or thereabouts; and also all those two closes or parcels of meadow adjoining to the said warren called *Lammas Mead*, containing by estimation nine acres or thereabouts, which said warren, and the *Lammas Meads* are *Lammas Grounds*, and the parishioners of —— have a right to turn in their cattle and

have common therein, all which ſaid premiſſes are ſituate and being in the pariſh of —— aforeſaid, and are now in the occupation of the ſaid *Chriſtopher Crow*, or his aſſigns; and alſo all that meſſuage or tenement called —— *Place*, with the barns, ſtables, buildings, yards, gardens, orchards, and appurtenances thereunto belonging; and all thoſe ſeveral cloſes, incloſures, and parcels of ground thereunto belonging, and hereinafter particularly mentioned (that is to ſay) the *Home Cloſe*, the *Rye Hill*, the *Long Cloſe*, *Stepingly Pightle*, and three acres or thereabouts in a certain meadow called *Millmead*, with the after-graſs of all the ſaid meadow, containing together by eſtimation thirty-two acres or thereabouts, be the ſame more or leſs, which ſaid meſſuage or tenements and premiſſes laſt mentioned, are ſituate, lying, and being in the aforeſaid pariſh of —— aforeſaid, and were late in the occupation of *David Doe*, but now of the ſaid *Chriſtopher Crow*, or his aſſigns; and alſo all that cloſe or parcel of ground called the *Corn Cloſe*, containing by eſtimation ſeven acres or thereabouts, ſituate in the ſaid pariſh of —— and lying along the brook, and adjoining to the road and warren, now alſo in the occupation of the ſaid *Chriſtopher Crow*, or his aſſigns, which ſaid cloſe called *Corn Cloſe* is *Lammas Ground*, and the pariſhioners of —— have a right to turn in their cattle and have common therein; and alſo all thoſe four cloſes or parcels

parcels of ground called the *Rye Closes*, in the parish of —— in the said county of *Bucks*, containing together by estimation twenty-two acres or thereabouts, be the same more or less, late in the occupation of the said *David Doe*, but now of the said *Christopher Crow*, three of which said closes called *Rye Closes* are *Michaelmas Grounds*, and the parishioners of —— have a right to turn in their cattle, and have common therein; and the other of the said closes is subject to the payment of two bushels of malt yearly, to the said parishioners of ——— together with all ways, waters, easements, commons, profits, commodities, and appurtenances whatsoever, to the said premisses belonging or in any wise appertaining; EXCEPT and always reserved out of this present lease, unto the said *Martha Meux*, and her assigns during such part of the term hereby granted as she shall happen to live, and from and after her decease unto such person or persons as shall from thenceforth during the then remainder of the said term, be intitled to the freehold and inheritance of the said premisses, all timber trees and other trees now standing, growing, or being, or which shall at any time during the continuance of this demise, stand, grow, or be upon the said demised premisses, or any part thereof, (other than such as are hereinafter agreed to be allowed the said *Christopher Crow*, his executors, administrators,

Exception as to timber, &c.

miniſtrators, and aſſigns) with free liberty of ingreſs, egreſs, and regreſs, to and for the ſaid *Martha Meux* and her aſſigns, during ſuch part of the term hereby demiſed as ſhe ſhall happen to live, and from and after her deceaſe, to and for ſuch perſon or perſons as ſhall from thenceforth during the then remainder of the ſaid term, be intitled to the freehold and inheritance of the ſaid premiſſes, her or their agents, ſervants, workmen, and others, with horſes, carts, and carriages, or otherwiſe, into, out of, from, and upon the ſaid demiſed premiſſes or any part thereof, to fell, cut down, take, and carry away the ſaid trees, making ſatisfaction for any damage that he the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns, may ſuſtain thereby, and alſo except free liberty to enter into and upon the ſame premiſſes, at ſeaſonable times, in the day-time, to view the condition thereof; *To have and to hold* the ſaid premiſſes (except before excepted) unto the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, and aſſigns, from the 5th day of *April* laſt paſt, before the date hereof, for and during, and unto the full end and term of twenty-one years, from thence next enſuing, and fully to be compleat and ended; *Yielding and paying* therefore yearly and every year, unto the ſaid *Martha Meux* and her aſſigns, at her houſe in *Tottenham* aforeſaid, during ſuch part of the ſaid term hereby demiſed, as ſhe ſhall happen

Habendum.

Reddendum.

to

to live, and from and after her deceaſe unto ſuch perſon or perſons as ſhall from thenceforth during the then reſidue and remainder of the ſaid term, be intitled to the freehold and inheritance of the ſaid premiſſes, the yearly rent or ſum of one hundred and twenty-ſix pounds of lawful money of *Great Britain*, on the two feaſts or days in the year hereinafter particularly mentioned (that is to ſay) the feaſts of Saint *Michael* the Archangel, and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal portions, the firſt payment thereof to begin and be made on the Feaſt of Saint *Michael* the Archangel next enſuing the date hereof; *And alſo yielding and paying* at the feaſts and place aforeſaid, and by like equal portions, the further yearly rent or ſum of five pounds of like lawful money, for every acre, and ſo in proportion for any greater or leſſer quantity than an acre of the ground hereby demiſed, which at any time during the continuance of this preſent leaſe, ſhall be eared, ploughed, digged up, or converted into tillage, over and above the ſeveral parcels or number of acres thereof, hereinafter particularly mentioned, (that is to ſay) the two *Arbour Cloſes* containing together by eſtimation, fourteen acres, or thereabouts, the *Rye Hill Cloſes*, containing by eſtimation ten acres or thereabouts, the *Charles Cloſe*, containing by eſtimation twelve acres or thereabouts, the ſix acres of arable land in the *Rye Hill Cloſe*, the *Corn Cloſe* containing by eſti-

Further rent to be paid for ploughing up certain ground.

eſtimation ſeven acres or thereabouts, and the ten acres of arable land in the pariſh of ——— part of the premiſſes hereby demiſed, which the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns, hath liberty to keep in tillage during the ſaid term, but not more; the firſt payment thereof to begin and be made, on ſuch of the ſaid feaſt days as ſhall firſt happen next after ſuch earing, ploughing, digging up, or converting into tillage as aforeſaid, and to continue payable during the then remainder of the ſaid term; *And alſo yielding and delivering* yearly during the term hereby demiſed, unto the pariſhioners of ——— aforeſaid, two buſhels of good malt, at the accuſtomed time whereon the ſame ought to be paid in reſpect of the ſaid cloſe of ———

Reddendum alſo in malt.

And the ſaid *Chriſtopher Crow*, for himſelf, his heirs, executors, adminiſtrators, and aſſigns, doth covenant, promiſe, and agree, to and with the ſaid *Martha Meux*, her executors, adminiſtrators, and aſſigns, and alſo to and with the perſon and perſons intitled to the freehold and inheritance of the ſaid premiſſes, from and after her deceaſe reſpectively, by theſe preſents, in manner and form following (that is to ſay) that he the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *Martha Meux*, or her aſſigns, for and during ſuch part of the ſaid term as ſhe ſhall happen to live, and from and after her deceaſe, unto

Covenant from the leſſee to pay the rents,

ſuch perſon or perſons as ſhall from thence-
forth during the then remainder of the ſaid
term, be entitled to the freehold and inheritance
of the ſaid premiſſes, the ſaid yearly rent or
ſum of one hundred and twenty-ſix pounds,
clear of all rates, taxes, and aſſeſſments what-
ſoever, (except the land-tax); *And alſo* all other
the rent and rents, ſum and ſums of money
hereinbefore reſerved, at the days and times
hereinbefore mentioned and appointed for pay-
ment thereof, as the ſame ſhall from time to
time grow due and become payable, according
to the true intent and meaning of theſe pre-
ſents, and the reſervations aforeſaid; *And alſo*
that he the ſaid *Chriſtopher Crow*, his executors,
adminiſtrators, or aſſigns, ſhall and will at his
and their own proper coſts and charges from
time to time and at all times during the con-
tinuance of this demiſe, when, where, and as
often as need or occaſion ſhall be or require,
well and ſufficiently repair, uphold, ſupport,
ſuſtain, maintain, amend, preſerve, and keep
the ſaid meſſuages or tenements, out-houſes,
and buildings hereby demiſed, and all the
walls, hedges, fences, gates, ſtiles, bridges, and
incloſures thereunto belonging, in, by and
with all and all manner of needful and ne-
ceſſary reparations, and amendments what-
ſoever, being allowed on the ſaid premiſſes,
or within three miles diſtance therefrom,
rough timber on the ſtem, bricks, tyles and
lime, for the doing thereof, to be carried to the
ſaid

Clear of taxes

Covenant to repair the premiſſes,

having an allowance of materials.

said demiſed premiſſes at the charge of the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns, [caſualties happening by fire without the wilful default of the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns and alſo by lightning and tempeſt only excepted. (*Provided* ſuch damages exceed at any one time three pounds) otherwiſe to be repaired by the ſaid *Chriſtopher Crow* his executors, adminiſtrators, or aſſigns being allowed rough timber, bricks, tiles, and lime for the doing thereof as aforeſaid.] *And* the ſame premiſſes being in every reſpect ſo well and ſufficiently repaired, amended and kept ſhall and will at the expiration or other ſooner determination of this preſent leaſe peaceably and quietly leave ſurrender, and yield up unto the ſaid *Martha Meux*, or her aſſigns if then living, but in caſe of her deceaſe unto ſuch other perſon or perſons as ſhall then be entitled to the freehold and inheritance of the ſaid premiſes. *And alſo* that he the ſaid *Criſtopher Crow*, his executors, adminiſtrators, or aſſigns ſhall and will permit and ſuffer the ſaid *Martha Meux* and her aſſigns during ſuch part of the term hereby demiſed as ſhe ſhall happen to live, and from and after her deceaſe ſuch perſon or perſons as ſhall from thenceforth during the then remainder of the ſaid term be intitled to the freehold and inheritance of the ſaid premiſſes to have and take the bark and tops of the trees which ſhall be cut down

Exception as to fire, tempeſts, &c.

And to deliver up the premiſſes at the expiration of the term.

Covenant to permit the leſſor to take the bark and tops of trees cut down for repairs.

down for the repairs of the ſaid premiſſes as aforeſaid, to and for her and their own uſe. *And alſo* that he the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns, ſhall and will during the continuance of this demiſe, uſe, and ſpread on the ſaid demiſed premiſſes all the hay and ſtraw ariſing therefrom, and all the compoſt and dung which ſhall be made thereby, ſhall ſpread and beſtow upon the ſaid premiſſes in an huſband-like manner, ſave only the compoſt or dung to be made in the laſt year of this demiſe which the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns ſhall leave upon the ſaid premiſſes unto and for the ſaid *Martha Meux* or her aſſigns if then living, but in caſe of her deceaſe, to and for ſuch other perſon or perſons as ſhall then be entitled to the freehold and inheritance of the ſaid premiſſes without being paid or allowed any thing for the ſame. *And alſo* that he the ſaid *Chriſtopher Crow* his executors, adminiſtrators, or aſſigns, ſhall not crop or ſow any part of the arable land which he hath liberty to keep in tillage as aforeſaid above two years together, but every third year permit the ſame to lye fallow and unſown, and not croſs crop the ſame or any part thereof; and when and as it ſhall be laid down, ſhall and will ſow the ſame with graſs ſeed in an huſband-like manner, and ſhall not mow or cauſe to be mowed any of the meadow or paſture, ground

That the leſſee ſhall uſe hay, &c. on the premiſſes.

And ſpread the dung thereon.

Exception,

To fallow the land.

Not to mow more than once a year.

ground hereby demiſed more than once in any one year of the ſaid term, but ſhall and will during the ſaid term plow, ſow, manure, and manage all the ground hereby demiſed in a due and regular courſe of huſbandry according to the cuſtom of the country, and preſerve all the trees, young oaks and ſaplings growing on the ſaid premiſſes, and not do or commit, or cauſe to be done or committed any manner of waſte, ſpoil, or deſtruction in or upon the ſaid demiſed premiſſes or any part thereof. *And alſo* that he the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns ſhall and will the ſummer preceding the expiration or other ſooner determination of this demiſe, ſummer fallow eighteen acres of ſuch part of the arable land hereby demiſed as ſhall be then in courſe in an huſband-like manner, fit to be ſown with a crop the enſuing ſeaſon, and alſo lay down with clover ſeed and rye-graſs ſixteen acres more of the arable land hereby demiſed, which ſhall be then in tillage and ſow upon each acre thereof eight pounds of the beſt clover ſeed and two buſhels of the beſt rye graſs ſeed. *And* ſhall and will permit and ſuffer the ſaid *Martha Meux* or her aſſigns if then living, but in caſe of her deceaſe, ſuch other perſon or perſons as ſhall then be intitled to the freehold or inheritance of the ſaid premiſſes, her, his, or their aſſigns with ſervants, horſes, ploughs, carts, and other neceſſaries

To manage the ground in an huſbandlike manner, preſerve the trees, &c. and not commit waſte.

Covenant to lay down part of the ground with clover and rye graſs the ſummer preceding the expiration of the term.

ceſſaries from and after the firſt day of *February* next preceding the expiration or other ſooner determination of this preſent leaſe to enter into and upon ſuch cloſes and grounds part of the hereby demiſed premiſſes as by courſe of the ſeaſons ſhall then lye fallow and unſown, and the ſame to plough, fallow, and manure, at her, his, or their free wills and pleaſures, and for that purpoſe to have and take the dung that ſhall be then in the yard or yards belonging to the ſaid demiſed premiſſes. *And further* that it ſhall and may be lawful to and for the ſaid *Martha Meux* and her aſſigns during ſuch part of the term hereby demiſed as ſhe ſhall happen to live, and from and after her deceaſe to and for ſuch perſon or perſons as ſhall from thenceforth during the then reſidue of the ſaid term be entitled to the freehold and inheritance of the ſaid premiſſes with workmen or others in her or their company or without twice or oftener in every year during the term hereby granted at ſeaſonable times in the day time, to enter and come into and upon the ſaid demiſed premiſſes or any part thereof, there to view, ſearch, and ſee the ſtate and condition of the reparations of the ſame, and of all defaults, defects or want of reparations which upon every or any ſuch view ſhall be from time to time found, to give or leave notice or warning thereof in writing at the ſaid demiſed premiſſes, unto and for the ſaid *Chriſtopher*

Covenant to permit the leſſor to enter at Candlemas preceding the expiration of the term and cultivate, &c.

The leſſor may enter to view the repairs.

ground hereby demiſed more than once in any one year of the ſaid term, but ſhall and will during the ſaid term plow, ſow, manure, and manage all the ground hereby demiſed in a due and regular courſe of huſbandry according to the cuſtom of the country, and preſerve all the trees, young oaks and ſaplings growing on the ſaid premiſſes, and not do or commit, or cauſe to be done or committed any manner of waſte, ſpoil, or deſtruction in or upon the ſaid demiſed premiſſes or any part thereof. *And alſo* that he the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns ſhall and will the ſummer preceding the expiration or other ſooner determination of this demiſe, ſummer fallow eighteen acres of ſuch part of the arable land hereby demiſed as ſhall be then in courſe in an huſband-like manner, fit to be ſown with a crop the enſuing ſeaſon, and alſo lay down with clover ſeed and rye-graſs ſixteen acres more of the arable land hereby demiſed, which ſhall be then in tillage and ſow upon each acre thereof eight pounds of the beſt clover ſeed and two buſhels of the beſt rye graſs ſeed. *And* ſhall and will permit and ſuffer the ſaid *Martha Meux* or her aſſigns if then living, but in caſe of her deceaſe, ſuch other perſon or perſons as ſhall then be intitled to the freehold or inheritance of the ſaid premiſſes, her, his, or their aſſigns with ſervants, horſes, ploughs, carts, and other neceſſaries

To manage the ground in an huſbandlike manner, preſerve the trees, &c. and not commit waſte.

Covenant to lay down part of the ground with clover and rye graſs the ſummer preceding the expiration of the term.

ceſſaries from and after the firſt day of *February* next preceding the expiration or other ſooner determination of this preſent leaſe to enter into and upon ſuch cloſes and grounds part of the hereby demiſed premiſſes as by courſe of the ſeaſons ſhall then lye fallow and unſown, and the ſame to plough, fallow, and manure, at her, his, or their free wills and pleaſures, and for that purpoſe to have and take the dung that ſhall be then in the yard or yards belonging to the ſaid demiſed premiſſes. *And further* that it ſhall and may be lawful to and for the ſaid *Martha Meux* and her aſſigns during ſuch part of the term hereby demiſed as ſhe ſhall happen to live, and from and after her deceaſe to and for ſuch perſon or perſons as ſhall from thenceforth during the then reſidue of the ſaid term be entitled to the freehold and inheritance of the ſaid premiſſes with workmen or others in her or their company or without twice or oftener in every year during the term hereby granted at ſeaſonable times in the day time, to enter and come into and upon the ſaid demiſed premiſſes or any part thereof, there to view, ſearch, and ſee the ſtate and condition of the reparations of the ſame, and of all defaults, defects or want of reparations which upon every or any ſuch view ſhall be from time to time found, to give or leave notice or warning thereof in writing at the ſaid demiſed premiſſes, unto and for the ſaid *Chriſtopher*

Covenant to permit the leſſor to enter at Candlemas preceding the expiration of the term and cultivate, &c.

The leſſor may enter to view the repairs.

ſtopher *Crow*, his executors, adminiſtrators, or aſſigns, to repair and amend the ſame within the ſpace of two months then next following within which ſaid time and ſpace of two months next after every ſuch notice or warning he the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns, ſhall and will repair and amend the ſame accordingly, being allowed ſuch materials for the doing thereof as aforeſaid (except as hereinbefore is excepted,) *Provided always* and theſe preſents are upon this condition nevertheleſs, that if the ſaid rents above reſerved or any of them, or any part of them, or any of them ſhall happen to be behind and unpaid by the ſpace of twenty-one days next after either of the ſaid feaſts whereon the ſame ought to be paid as aforeſaid, (if demanded) or if the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns ſhall not well and truely obſerve, perform, fulfil and keep all and every the covenants, articles, conditions, and agreements in theſe preſents expreſſed and contained on his and their parts and behalves to be kept done and performed, then and from thenceforth in either of the ſaid caſes it ſhall and may be lawful to and for the ſaid *Martha Meux* and her aſſigns, if then living, but in caſe of her deceaſe to and for ſuch perſon or perſons as ſhall be then intitled to the freehold and inheritance of the ſaid premiſſes into the ſame premiſſes

Proviſo of re-entry in caſe of non-payment of the rents, &c.

miſſes or any part thereof, in the name of the whole to re-enter, and the ſame to have again, retain, repoſſeſs and enjoy as in her, his, or their firſt and former eſtate, and the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, and aſſigns, and all other tenants and occupiers of the premiſſes thereout and from thence utterly to expel, put out, and amove, and that from and after ſuch re-entry made this preſent leaſe, and every clauſe, article, and thing herein contained on the leſſor's part and behalf to be done and performed, ſhall ceaſe, determine and be utterly void to all intents and purpoſes whatſoever, any thing in theſe preſents contained to the contrary thereof in any wiſe, notwithſtanding. *And* the ſaid *Martha Meux* for herſelf, her executors, adminiſtrators, and aſſigns doth covenant, promiſe, and agree to and with the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, and aſſigns, by theſe preſents in manner following, (that is to ſay) that ſhe the ſaid *Martha Meux* or her aſſigns, during ſuch part of the ſaid term as ſhe ſhall happen to live, and from and after her deceaſe, ſuch perſon or perſons as ſhall from thenceforth during the then remainder of the ſaid term be intitled to the freehold and inheritance of the ſaid premiſſes, ſhall and will from time to time at ſeaſonable times in the year upon every reaſonable requeſt, when and ſo often as need ſhall require during the continuance of this demiſe,

Covenant from the leſſor to provide the leſſee materials to repair.

demiſe, find, provide for, and allow unto the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns on the ſaid demiſed premiſſes or within three miles diſtance therefrom neceſſary rough timber on the ſtem, bricks, tiles, and lime for ſuch the repairs of the ſaid meſſuages or tenements, out-houſes and buildings hereby demiſed, together with the gates, ſtiles, pails, rails, and fences belonging thereunto reſpectively, as aforeſaid, the ſaid materials to be carried to the ſaid demiſed premiſſes at the charge of the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns. *And alſo* that for and notwithſtanding the exception aforeſaid, or any clauſe or thing hereinbefore contained to the contrary, it ſhall and may be lawful to and for the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, and aſſigns, yearly and every year during the continuance of this preſent leaſe at ſeaſonable times in the year, and in an huſband-like manner to cut and plaſh the hedges belonging to the ſaid demiſed premiſſes; and to lop ſuch trees therein as have been uſually lopped (provided they be not of leſs than nine years growth) and to take the wood thereof coming after ſuch hedges and fences ſhall be well and ſufficiently made up to his and their own uſe and uſes ſo as the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns, do and ſhall well and ſufficiently cleanſe and ſcour the ditches againſt and

The leſſee may cut and plaſh the hedges,

and lop trees, of a certain growth.

and belonging to the ſame hedges and fences, and preſerve the ſaid hedges and fences to the end of the ſaid term in an huſbandlike manner. *And alſo* that he the ſaid *Chriſtopher Crow* his executors, adminiſtrators, or aſſigns, ſhall and may at any time during this demiſe, except only in the laſt year thereof, have liberty to diſpoſe of any quantity of the hay and ſtraw ariſing from the ſaid premiſſes on bringing and laying upon the ſame premiſſes where moſt need requires, one good load of rotten dung for every load of hay and ſtraw ſo ſold and diſpoſed of. *And alſo* that he the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns, paying the rents and performing the covenants, and agreements hereinbefore contained on his and their parts to be paid, done, and performed, ſhall or lawfully may, peaceably and quietly have, hold, and enjoy the ſaid hereinbefore demiſed premiſſes with the appurtenances during the term hereby granted, without the lawful let, hindrance, or interruption of or by the ſaid *Martha Meux* or her aſſigns, or any other perſon or perſons lawfully claiming or to claim by, from, or under her, them, or any of them. *Provided always* and theſe preſents are upon this condition nevertheleſs that it ſhall and may be lawful to and for the ſaid *Chriſtopher Crow*, his executors, adminiſtrators, or aſſigns to determine and make void this leaſe, and to be abſolutely diſcharged there-

The leſſee may diſpoſe of the hay and ſtraw bringing upon the premiſſes a certain quantity of dung.

Covenant for peaceable enjoyment.

Power to the leſſee to determine the leaſe.

therefrom at the expiration of the firſt nine or fifteen years of the ſaid term of twenty-one years hereby granted, on cauſing notice or warning in writing for that purpoſe to be given to or left for the ſaid *Martha Meux* or her aſſigns, if then living, but in caſe of her deceaſe, to and for ſuch other perſon or perſons as ſhall then be intitled to the freehold and inheritance of the ſaid premiſſes at her, his, or their then uſual or laſt place of abode ſix callendar months at leaſt before the time intended for determining the ſame as aforeſaid, any thing hereinbefore contained to the contrary thereof in any wiſe notwithſtanding.

I approve of this draft,

W. Fogg.

No. III.

A Building Leaſe.

THIS Indenture made, *&c.* between *Mary Bew* of, *&c.* of the firſt part, and *Richard Cliff* of, *&c.* of the other part, *witneſſeth*, That the ſaid *Mary Bew* for and in conſideration of the rents, covenants, and agreements hereinafter reſerved and contained by and on the part and behalf of the ſaid *Richard Cliff* his executors, adminiſtrators, and aſſigns, to be paid, done, and performed, hath demiſed, leaſed, ſet, and to farm let, and by theſe preſents doth demiſe, leaſe, ſet, and to farm let,

The conſideration.

The demiſe.

let, unto the ſaid *Richard Cliff*, his executors, adminiſtrators, and aſſigns, ALL that piece or parcel of ground ſituate, lying, and being on the South ſide of ——— aforeſaid, in the ſaid pariſh of *Saint Luke*, containing in breadth on the North ſide thereof fifty-ſix feet, ſix inches of aſſize, and in depth on the Eaſt-ſide thereof ſixty-one feet of aſſize or thereabouts, be the ſame more or leſs, and on the Weſt-ſide thereof runs South-weſt thirty-eight feet ſix inches of aſſize, and from thence Eaſt forty-four feet nine inches of aſſize, and from thence South nineteen feet ſix inches of aſſize, and from thence Eaſt twenty-four feet of aſſize or thereabouts, be the ſame more or leſs, together with the meſſuages or tenements and other the erections and buildings thereon, which the ſaid *Richard Cliff* ſhall have free liberty to pull down and to take to and for his own uſe; which ſaid piece or parcel of ground abuts North on ——— aforeſaid, South on gardens to ſome houſes on the North ſide of ——— belonging to the ſaid *Mary Bew* now on leaſe to ——— Eaſt, on buildings in ruins, and Weſt on a meſſuage and garden in the occupation of the ſaid *Richard Cliff*, and is more particularly delineated and deſcribed in the plan or ground plot thereof in the margin of theſe preſents, together with all erections and buildings to be erected and built thereon, and all ways, paths, paſſages, drains, waters, water-courſes, Parcels.

General words.

courſes, eaſements, profits, commodities, and appurtenances whatſoever, belonging, and which ſhall belong to the ſaid hereby demiſed premiſſes, or any part or parcel thereof.

Habendum.

To have and to hold the ſaid piece or parcel of ground, meſſuages, or tenements, erections, buildings, and premiſſes hereby demiſed or intended ſo to be, with their and every of their appurtenances unto the ſaid *Richard Cliff*, his executors, adminiſtrators, and aſſigns, from the feaſt day of *Saint Michael* the archangel laſt paſt, before the date hereof, for and during, and unto the full end and term of ſixty-one years, from thence next enſuing, and fully to be compleat and ended, *yielding and paying* therefore for the firſt year of the ſaid term hereby demiſed, the rent of a pepper corn on the laſt day thereof, if demanded; *and yielding and paying* therefore, yearly and every year for and during the remaining ſixty years of the ſaid term hereby demiſed unto the ſaid *Mary Bew*, her heirs and aſſigns the yearly rent or ſum of ——— pounds of lawful money of *Great Britain*, by half yearly payments on the feaſt days of the annunciation of the Bleſſed Virgin *Mary* and *Saint Michael* the archangel in each year, by even and equal portions, the firſt payment thereof to begin and be made on the feaſt day of the annunciation of the Bleſſed Virgin *Mary*, which will be in the year of our Lord ——, the ſaid ſeveral rents to

Reſervation of a pepper corn for the firſt year.

The rent reſerved during the remainder of the term.

be paid and payable from time to time on the ſeveral feaſts aforeſaid during the ſaid term, free and clear of all rates, taxes, charges, aſſeſſments, and payments whatſoever, taxed, charged, aſſeſſed, or impoſed, or to be taxed, charged, aſſeſſed, or impoſed, upon the ſaid hereby demiſed premiſſes, or any part thereof, by authority of parliament or otherwiſe howſoever during the ſaid term hereby granted. *And* the ſaid *Richard Cliff* for himſelf, his heirs, executors, adminiſtrators, and aſſigns doth covenant, promiſe, and agree to and with the ſaid *Mary Bew*, her heirs and aſſigns, by theſe preſents in the manner following (that is to ſay) that he the ſaid *Richard Cliff*, his executors, adminiſtrators, and aſſigns, ſhall and will yearly and every year, during the laſt ſixty years of the ſaid term hereby granted, well and truly pay or cauſe to be paid unto the ſaid *Mary Bew*, her heirs and aſſigns the ſaid yearly rent or ſum of ——— pounds of lawful money of *Great Britain* on the ſeveral days and times, and in the manner hereinbefore limited and appointed for payment thereof, without making any deduction or abatement thereout for or in reſpect of any rates, taxes, aſſeſſments, duties, charges or impoſitions whatſoever, taxed, charged, aſſeſſed, or impoſed, or to be taxed, charged, aſſeſſed, or impoſed upon the ſaid hereby demiſed premiſes, or any part thereof,

Covenant from the leſſee to pay the rent,

clear of all taxes,

which he covenants to levy.

of, during the ſaid term hereby granted; *All* which rates, taxes, aſſeſſments, duties, charges, and impoſitions, he the ſaid *Richard Cliff*, his executors, adminiſtrators, and aſſigns, ſhall and will bear, pay, and diſcharge, and thereof and therefrom acquit, ſave harmleſs, and keep indemnified the ſaid *Mary Bew*, her heirs and aſſigns; AND that he the ſaid *Richard Cliff*, his executors, adminiſtrators, and aſſigns, ſhall and will before the expiration of the firſt year of the ſaid term hereby granted, at his and their own proper coſts and charges, erect, build, compleat, and in a workmanlike manner, finiſh one or more good and ſubſtantial brick meſſuages or tenements, upon ſome part of the ground hereby demiſed, and ſhall and will lay out and expend therein, the ſum of ——— pounds or upwards; *And alſo* that he the ſaid *Richard Cliff*, his executors, adminiſtrators, and aſſigns, ſhall and will from time to time, and at all times, from and after the ſaid meſſuage or tenement, meſſuages or tenements, erections and buildings on the ſaid piece of ground hereby demiſed ſhall be reſpectively compleated and finiſhed, during the remainder of the ſaid term hereby granted, when, where, and as often as need or occaſion ſhall be and require, at his and their own proper coſts and charges, well and ſufficiently repair, uphold, ſupport, maintain, pave, purge, ſcour, cleanſe, empty, amend, and keep the ſaid

Covenant to build.

Covenant to repair.

ſaid meſſuage or tenement, meſſuages or tenements, erections and buildings, and all the walls, rails, lights, pavements, grates, privies, ſinks, drains, and water-courſes thereunto belonging, and which ſhall belong to the ſame, in by and with all and all manner of needful and neceſſary reparations, cleanſings, and amendments whatſoever; *And* that he the ſaid *Richard Cliff*, his executors, adminiſtrators, and aſſigns, ſhall not, nor will during the ſaid term hereby granted, permit, or ſuffer any perſon or perſons to uſe, exerciſe, or carry on, in, or upon the ſaid hereby demiſed premiſſes, or any part thereof, any trade or buſineſs which may be nauſeous or offenſive, or grow to the annoyance, prejudice, or diſturbance of any of the other tenants of the ſaid *Mary Bew*, near adjoining thereto; *And* the ſaid meſſuage or tenement, meſſuages or tenements, erections, buildings, and premiſſes, with the walls, pavements, ſewers, and drains belonging thereto, being in every reſpect ſo well and ſufficiently repaired, upheld, ſupported, ſuſtained, maintained, paved, purged, ſcowered, cleanſed, emptied, amended, and kept, ſhall and will at the expiration or other ſooner determination of the ſaid term hereby granted, peaceably and quiety leave, ſurrender, and yield up unto the ſaid *Mary Bew*, her heirs and aſſigns, together with all doors, locks, keys, bolts, bars, wainſcots, chimney-pieces, ſlabs,

Not to ſuffer any nuiſance.

Covenant to deliver up the premiſſes at the end of the term,

with all fixtures.

foot paces, windows, window-ſhutters, partitions, dreſſers, ſhelves, pumps, water-pipes, rails, and all other things which ſhall be any ways fixed and faſtened to, and ſhall be ſtanding, being, and ſet up in and upon the ſaid premiſſes hereby demiſed, or any part thereof within the laſt ſeven years of the ſaid term hereby granted;

Covenant to inſure the premiſſes from fire,

And that he the ſaid *Richard Cliff*, his executors, adminiſtrators, and aſſigns, ſhall and will, at his and their own proper coſts and charges, from time to time ſufficiently inſure all and every the meſſuages or tenements, erections or buildings which ſhall be erected and built upon the ſaid piece or parcel of ground hereby demiſed, or any part thereof from caſualties by fire, during the then remainder of the ſaid term hereby granted, in ſome or one of the publick offices kept for that purpoſe in *London* or *Weſtminſter*, and in caſe the ſaid meſſuages or tenements, erections or buildings, or any of them, or any part of any of them, ſhall at any time or times during the ſaid term be burnt down, deſtroyed, or damaged by fire, ſhall and will from time to time immediately afterwards rebuild, or well and ſufficiently repair the ſame;

and to rebuild in caſe of damage.

Power to the leſſor to enter upon the premiſſes during the laſt 7 years, to take an inventory of the fixtures.

And further that it ſhall and may be lawful to and for the ſaid *Mary Bew*, her heirs and aſſigns, or any of them, with workmen and others, in her their or any of their company or without, to enter and come into and upon the ſaid demiſed premiſes, and every part

part thereof, at ſeaſonable and convenient times in the day-time as well at any time or times during the laſt ſeven years of the ſaid term hereby granted, to take an inventory or ſchedule of the ſeveral fixtures and things then ſtanding and being in and upon the ſaid hereby demiſed premiſſes, which are to be left at the end of the ſaid term, to and for the uſe of the ſaid *Mary Bew*, her heirs and aſſigns, purſuant to the covenant hereinbefore in that behalf contained; *As alſo* twice or oftener in every year, during the ſaid term hereby granted, to view, ſearch, and ſee the defects and want of reparations of the ſame premiſſes, and of all defects and want of reparations, which upon every or any ſuch view or ſearch, ſhall be from time to time found, to give or leave notice or warning thereof in writing, at or upon the ſaid demiſed premiſſes, unto and for the ſaid *Richard Cliff*, his executors, adminiſtrators, or aſſigns, to repair and amend the ſame; *And* that he the ſaid *Richard Cliff*, his executors, adminiſtrators, or aſſigns, ſhall and will within three months next after every ſuch notice or warning ſhall be given or left, at his and their own proper coſts and charges, well and ſufficiently repair, amend, and make good all and every the defects and want of reparations, whereof ſuch notice or warning ſhall be ſo given or left as aforeſaid; *Provided always* nevertheleſs and theſe preſents are upon this condition that if the ſaid yearly rent or ſum of ——— pounds hereby

And twice a year or oftener during the term, to inſpect the ſtate of repairs.

Notice to be given to the leſſee to repair.

The leſſee's covenant to repair.

Proviſo of re-entry in caſe of non-payment of rent or non-performance of covenants.

hereby reſerved, or any part thereof, ſhall be behind and unpaid, by the ſpace of thirty days next after either of the ſaid feaſts or days of payment; whereon the ſame ought to be paid as aforeſaid; (being lawfully demanded) or if the ſaid *Richard Cliff*, his executors, adminiſtrators, and aſſigns, ſhall not well and truly obſerve, perform, and keep all and every the covenants, articles, clauſes, conditions, and agreements, in theſe preſents expreſſed and contained, on his and their parts and behalves, to be performed and kept according to the true intent and meaning thereof, THEN and from thenceforth, in either of the ſaid caſes, it ſhall and may be lawful to and for the ſaid *Mary Bew*, her heirs and aſſigns, into and upon the ſaid demiſed premiſſes, or any part thereof, in the name of the whole, to re-enter, and the ſame to have again, retain, re-poſſeſs, and enjoy, as in her and their firſt and former eſtate, and the ſaid *Richard Cliff*, his executors, adminiſtrators, or aſſigns, and all other tenants, and occupiers of the ſaid premiſes thereout, and from thence utterly to expel, put out, and amove, and that from and after ſuch re-entry made, this preſent leaſe, and every clauſe, article, and thing herein contained on the leſſor's part and behalf, from thenceforth to be done and performed, ſhall ceaſe, determine, and be abſolutely void to all intents and purpoſes whatſoever, any thing hereinbefore contained to the con-

contrary thereof in anywiſe notwithſtanding; *And* the ſaid *Mary Bew*, for herſelf, her heirs and aſſigns doth hereby covenant, promiſe, and agree to, and with ſaid *Richard Cliff*, his executors, adminiſtrators, and aſſigns, that he the ſaid *Richard Cliff*, his executors, adminiſtrators, and aſſigns, paying the ſaid yearly rent hereby reſerved, in manner and form aforeſaid, and obſerving, performing, and keeping all and ſingular the covenants and agreements herein before mentioned, on his and their parts and behalves, to be performed and kept, ſhall and may lawfully, peaceably, and quietly have, hold, occupy, poſſeſs, and enjoy the ſaid piece or parcel of ground and premiſſes hereby demiſed, with their and every of their appurtenances, for and during the ſaid term of ſixty-one years hereby granted, without any lawful let, ſuit, trouble, denial, or interruption, of or by the ſaid *Mary Bew*, her heirs or aſſigns, or any other perſon or perſons lawfully claiming or to claim, by, from, or under her, them, or any of them. IN WITNESS, &c. T. W. W.

The leſſor's covenant for peaceable enjoyment.

A Leaſe, from a Leſſee for a long Term, of an Houſe and Premiſſes in London, *determinable at the firſt ſeven or fourteen Years.* No. IV.

THIS INDENTURE, &c. between *Samuel Soames*, of, *&c.* of the one part; and *Joſeph Jarrat* of, *&c.* of the other part; *Witneſſeth*

The conſideration.

neſſeth that for and in conſideration of the payment of the yearly rent and performance of the covenants, conditions, and agreements hereinafter reſerved, mentioned, and contained, by and on the part and behalf of the ſaid *Joſeph Jarrat*, his executors, adminiſtrators, and aſſigns, to be paid, kept, done, and performed, he the ſaid *Samuel Soames*, *Hath* demiſed, leaſed, ſet, and to farm let, and by theſe preſents *Doth* demiſe, leaſe, ſet, and to farm let, unto the ſaid *Joſeph Jarrat*, his executors, adminiſtrators, and aſſigns; *All* that meſſuage or tenement, ſituate, ſtanding, and being on the North ſide of —— ſtreet aforeſaid, heretofore in the occupation of the ſaid *Samuel Soames*, but now of the ſaid *Joſeph Jarrat*, abutting Eaſt, on a meſſuage or tenement in the occupation of Mr. *Cra*, Weſt on a gateway leading to other premiſſes belonging to the ſaid *Samuel Soames*, in the occupation of Mr. *Ship*, and North on a warehouſe alſo belonging to the ſaid *Samuel Soames*, together with all rooms, chambers, vaults, cellars, ſollars, areas, lights, yards, backſides, ways, paths, paſſages, drains, watercourſes, profits, commodities, advantages, hereditaments, and appurtenances whatſoever, to the ſaid meſſuage or tenement, and premiſſes belonging, or in anywiſe appertaining (except and always reſerved out of this preſent demiſe, ſuch drains and water-courſes as now are, or hereafter ſhall be made, under or through

The demiſe.

Parcels.

Exception of ſewers, &c.

rough the ſaid hereby demiſed premiſſes, or y part thereof, for the conveying water and il from the other houſes and premiſſes of the id *Samuel Soames*, with full and free liberty to ake, repair, and continue the ſame (the ſeveral ther tenants of the ſaid *Samuel Soames*, on rea- onable requeſt contributing their ſeveral ſhares nd proportions of the charges of cleanſing and epairing the ſame as often as need ſhall require) *To have and to hold* the ſaid meſſuage or tene- ment and premiſſes hereby demiſed or intended ſo to be, with their and every of their appurte- nances (except as before excepted) unto the ſaid *Joſeph Jarrat*, his executors, adminiſtrators and aſſigns, from the feaſt day of Saint *Michael* the Archangel, next enſuing the date hereof, for and during, and unto the full end and term of twenty-one years then next enſuing, and fully to be compleat and ended; NEVERTHE- LESS, with full and free liberty for the ſaid *Samuel Soames* and *Joſeph Jarrat*, or either of them, their or either of their executors, admi- ſtrators or aſſigns, to determine and make void this leaſe, and to be abſolutely diſcharged therefrom, either upon the ſaid *Samuel Soames*, his executors, adminiſtrators, or aſſigns, cauſing full ſix months previous notice or warning in writing, for that purpoſe, to be given to or left for the ſaid *Joſeph Jarrat*, his executors, adminiſtrators, or aſſigns, at his or their then uſual or laſt place of abode, or upon the ſaid *Joſeph*

Habendum for 21 years.

Determinable at the firſt 7 or 14 years.

Joſeph Jarrat, his executors, adminiſtrators, or aſſigns, cauſing the like notice to be given to or left for the ſaid *Samuel Soames*, his executors, adminiſtrators, or aſſigns, at his or their then uſual or laſt place of aboad; *yielding and paying* therefore yearly and every year during the ſaid term hereby granted unto the ſaid *Samuel Soames*, his executors, adminiſtrators, or aſſigns, the yearly rent or ſum of one hundred and eighty-three pounds of lawful money of *Great Britain*, by quarterly payments on the feaſts of the birth of our Lord Chriſt, the annunciation of the Bleſſed Virgin *Mary*, the nativity of Saint *John* the Baptiſt, and Saint *Michael* the archangel, in each year, by even and equal portions, free and clear of and from all parliamentary. parochial, and other taxes whatſoever, the firſt quarterly payment thereof to begin and be made on the feaſt of the birth of our Lord Chriſt, next enſuing the date hereof; AND the ſaid *Joſeph Jarrat* doth hereby for himſelf, his executors, adminiſtrators, and aſſigns, covenant, promiſe, and agree, to and with the ſaid *Samuel Soames*, his executors, adminiſtrators, and aſſigns by theſe preſents, in manner and form following, that is to ſay, that he the ſaid *James Jarrat*, his executors, adminiſtrators, or aſſigns, ſhall and will yearly and every year during the * *continuance of the*

Reddendum.

Covenant to pay the rent,

* If the term is not determinable theſe and the ſubſequent words in Italics are to be omitted.

ſaid

ſaid term hereby demiſed, well and truly pay or cauſe to be paid unto the ſaid *Samuel Soames*, his executors, adminiſtrators, or aſſigns, the ſaid yearly rent or ſum of one hundred and eighty-three pounds of lawful money of *Great Britain*, on the ſeveral days and times, and in manner and form as the ſame is hereinbefore reſerved and made payable, *And alſo* ſhall and will well and truly pay, or cauſe to be paid, the land-tax or king's tax, and all other taxes, rates, aſſeſſments, and impoſitions whatſoever, parliamentary or parochial, which now are or ſhall, or may at any time hereafter, during *the continuance of* the ſaid term hereby demiſed, be rated, taxed, charged, aſſeſſed, or impoſed, on the ſaid demiſed premiſſes or any part thereof, or on the ſaid yearly rent hereby reſerved, or any part thereof

and all taxes,

And alſo that he the ſaid *Joſeph Jarrat*, his executors, adminiſtrators, and aſſigns, ſhall and will at his and their own proper coſts and charges, well and ſufficiently paint all the outſide wood, and ironwork belonging to the ſaid hereby demiſed meſſuage or tenement and premiſſes every third year during the *continuance of the* ſaid term of twenty-one years hereby demiſed; and at his and their like proper coſts and charges, from time to time, and at all times during the *continuance of the* ſaid term when, where, and as often as need or occaſion ſhall be and require, well and ſufficiently repair, uphold, ſupport, maintain, glaze, pave, purge, ſcower,

to paint the outſide of the houſe every third year.

To repair.

ſcower, cleanſe, empty, amend, and keep all the glaſs windows of and belonging to the ſaid meſſuage or tenement and premiſſes hereby demiſed, and all the wainſcots, rooms, floors, partitions and ceilings, and all the inſide of the ſaid meſſuage or tenement, together alſo with the tileing thereof, and all walls, rails, fences, pavements, grates, privies, ſinks, drains, wells, and watercourſes thereto belonging, or which ſhall belong to the ſame, in, by and with all and all manner of needful and neceſſary reparations, cleanſing and amendments whatſoever (caſualties happening by fire only excepted)

And at the end of the term ſurrender up the premiſſes,

And the ſaid meſſuage or tenement and premiſſes, with the walls, rails, fences, pavements, grates, privies, ſinks, drains, wells, and watercourſes thereto belonging, being in every reſpect ſo well and ſufficiently painted, repaired, upheld, ſupported, ſuſtained, maintained, glazed, paved, purged, ſcowered, cleanſed, emptied, amended, and kept, ſhall and will at the expiration or other ſooner determination of the ſaid term hereby granted peaceably and quietly leave, ſurrender and yield up unto the ſaid *Samuel Soames*, his executors, adminiſtrators, or aſſigns; together with all and ſingular the doors, locks, keys, bolts, barrs, wainſcots, chimney-pieces, windows, window-ſhutters, partitions, dreſſers, ſhelves, water-pipes, rails, and other things mentioned and expreſſed in the ſchedule or inventory hereunder written, in as good

with certain fixtures.

plight

plight and condition as the ſame now are (reaſonable uſe and wear thereof, in the mean time, caſualties happening by fire only excepted). *And alſo* that he the ſaid *Joſeph Jarrat*, his executors, adminiſtrators, and aſſigns, ſhall not, nor will, during the *continuance of the* ſaid term hereby granted, permit or ſuffer any perſon or perſons, to uſe or follow in or upon the ſaid hereby demiſed meſſuage or tenement and premiſſes, or in, or upon any part thereof, the trade of a ſedan chair-maker, butcher, currier, ſoap-boiler, brewer, diſtiller, tallow-chandler, tallow-melter, ſugar-baker, working brazier, tinman, plumber, tripe-boiler or ſeller, dyer, founder, ſmith, farrier, pipe-maker, or burner, or any nauſeous or offenſive buſineſs whatſoever, without the licence and conſent of the ſaid *Samuel Soames*, his executors, adminiſtrators, or aſſigns, firſt had and obtained in writing for that purpoſe; *And further* that it ſhall and may be lawful, as well to and for the ſaid *Samuel Soames*, his executors, adminiſtrators, and aſſigns, as the chief landlord for the time being, of the ſaid hereby demiſed premiſſes, with workmen or others, in his, their, or any of their company, or without, twice or oftener in every year during the ſaid term hereby granted, at ſeaſonable and convenient times, in the day-time, to enter and come into and upon the ſaid hereby demiſed premiſſes, or any part thereof, there to view, ſearch, and ſee the true ſtate and condition thereof,

certain trades not to be exerciſed upon the premiſſes.

Power reſerved for the leſſor to enter upon the premiſſes to ſee the ſtate of the repairs.

Notice to be given of defects,

thereof, and of all decays, defects, and want of reparations then and there from time to time found, to give or leave notice or warning in writing, at or upon the ſaid demiſed premiſſes, unto and for the ſaid *Joſeph Jarrat*, his executors, adminiſtrators, and aſſigns, to repair and amend the ſame within the time and of three months then next following; *within* which ſaid time and ſpace of three months next after every or any ſuch notice or warning as aforeſaid, he the ſaid *Joſeph Jarrat*, for himſelf, his executors, adminiſtrators, and aſſigns, doth hereby covenant, promiſe, and agree, to and with the ſaid *Samuel Soames*, his executors, adminiſtrators, and aſſigns, well and ſufficiently to repair and amend the ſame accordingly, (except as aforeſaid). *And moreover* that he the ſaid *Joſeph Jarrat*, his executors, adminiſtrators, or aſſigns, ſhall and will at ſome convenient time or times, within and during the laſt ſeven years of the ſaid term of twenty-one years hereby demiſed *(in caſe the ſame ſhall ſo long continue)* at his or their own proper coſts, and charges, in a good, ſubſtantial, and workman-like manner, well and ſufficiently new rip and tile, or cauſe to be new ripped and tiled, the top of the ſaid meſſuage or tenement with good and proper tileing. *Provided always* and theſe preſents are upon this condition nevertheleſs, that if the ſaid yearly rent or ſum of one hundred and eighty-three pounds, hereby reſerved and made payable, or any part thereof, ſhall

which the leſſor covenants to repair.

Covenant from the leſſee to new rip and tile the top of the houſe within the laſt ſeven years of the term.

Proviſo of reentry on nonpayment of the rent or nonperformance of the covenants.

hall be behind and unpaid by the ſpace of wenty-one days next over, or after any of the id feaſts or days of payment, whereupon the me ought to be paid as aforeſaid (being wfully demanded) or if the ſaid *Joſeph Jarrat*, is executors, adminiſtrators, and aſſigns, ſhall ot well and truly obſerve, perform, fulfil, and eep all and every the covenants, arcicles, lauſes, conditions, and agreements in theſe reſents expreſſed and contained, which on his nd their parts and behalves are and ought to e performed and kept, according to the true ntent and meaning hereof, then and from henceforth, in either of the ſaid caſes, it ſhall nd may be lawful to and for the ſaid *Samuel oames*, his executors, adminiſtrators, and aſigns, into the ſaid hereby demiſed premiſſes r any part thereof, in the name of the whole, o re-enter, and the ſame to have again, retain, e-poſſeſs, and enjoy, as in his and their firſt nd former eſtate, and the ſaid *Joſeph Jarrat*; is executors, adminiſtrators, and aſſigns, and ll other tenants and occupiers of the ſaid preiſſes, thereout and from thence utterly to ject, expel, put out, and amove; and that from nd after ſuch re-entry made, this preſent leaſe nd every clauſe, article, and thing herein conained on the leſſor's part and behalf from henceforth to be done and performed, ſhall ceaſe, determine, and be utterly void to all inents and purpoſes whatſoever, any thing here-

in contained to the contrary thereof, in any wiſe notwithſtanding. And the ſaid *Samuel Soames*, for himſelf, his executors, adminiſtrators, and aſſigns, doth covenant, promiſe, and agree, to and with the ſaid *Joſeph Jarrat*, his executors, adminiſtrators, and aſſigns, by theſe preſents in the manner following, (that is to ſay) that he the ſaid *Joſeph Jarrat*, his executors, adminiſtrators, and aſſigns, paying the ſaid yearly rent hereby reſerved in manner aforeſaid; and performing the covenants and agreements hereinbefore contained on his and their parts and behalves to be performed and kept, ſhall and lawfully may peaceably and quietly have, hold, occupy, poſſeſs, and enjoy the ſaid meſſuage or tenement, and premiſſes hereby demiſed, and every part thereof, for and during the ſaid term of twenty-one years hereby granted, without any lawful let, ſuit, trouble, denial, or interruption of or by the ſaid *Samuel Soames*, his executors, adminiſtrators, or aſſigns, or any other perſon or perſons lawfully claiming or to claim by, from, or under him, them, or any of them. And that freed and diſcharged or otherwiſe by the ſaid *Samuel Soames*, his executors, adminiſtrators, and aſſigns well and ſufficiently ſaved, kept harmleſs, and indemnified, of and from the rent and covenants reſerved and contained in the original leaſe whereby the ſaid *Samuel Soames* holdeth the ſaid hereby demiſed

Covenant for peaceable enjoyment,

free from the rents and covenants in the original leaſe, whereby the leſſor holds the premiſſes.

demiſed premiſſes for a longer term than is hereby granted, and of and from all actions, ſuits, coſts, charges, troubles, re-entries, diſtreſſes, damages, claims, and demands whatſoever, for or by reaſon or means of the non-payment of the rent, or non-performance of any of the covenants in the ſame leaſe, reſerved and contained as aforeſaid, or any of them. In WITNESS, &c.

If the leſſor is to pay the taxes, inſert the following covenant before that for peaceable enjoyment.

That he the ſaid *Samuel Soames*, his executors, adminiſtrators, and aſſigns, ſhall and will from time to time, and at all times during the ſaid term hereby granted, well and truly pay, or allow out of the rent hereby reſerved, all rates, taxes, duties, charges, and aſſeſſments whatſoever, either parliamentary or parochial that ſhall or may be aſſeſſed, charged, rated, or impoſed on the ſaid hereby demiſed premiſſes, or any part thereof, and thereof and therefrom ſave harmleſs, and keep indemnified the ſaid *Joſeph Jarrat*, his executors, adminiſtrators and aſſigns, and alſo, &c.

A proviſo for either the leſſee or leſſor to determine the leaſe where the premiſſes are freehold.

Provided always and theſe preſents are upon this condition nevertheleſs, that it ſhall and may be lawful to and for either the ſaid *Elizabeth Richards*, her heirs or aſſigns, or the ſaid *Richard Smith*, his executors, adminiſtra-

tors, or aſſigns to determine and make void this leaſe at the expiration of the firſt ſeven, or fourteen years of the ſaid term of twenty-one years hereby granted, on cauſing notice or warning in writing for that purpoſe, to be given to or left for the other of them, her or his heirs, executors, adminiſtrators, or aſſigns, at her, his, or their then uſual or laſt place of abode, ſix callendar months at leaſt before the time limited for determining the ſame as aforeſaid, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

A proviſo giving power to the leſſee to determine the leaſe from a draft approved by Mr. DUANE.

Provided always, and it is hereby mutually agreed by and between the ſaid parties hereto, that if the ſaid *Moſes de Paiba*, his executors, adminiſtrators, or aſſigns, ſhall be minded and deſirous to quit the ſaid demiſed premiſſes and ſurrender and deliver up this preſent demiſe, and his and their term and intereſt therein at the end and expiration of the firſt ſeven years or fourteen years of the ſaid term of twenty-one years hereby granted, and of ſuch his or their mind and intention ſhall ſignify or give notice or warning in writing to the ſaid *Elizabeth Batt* or her aſſigns during her life, or after her deceaſe to ſuch perſon or perſons as are or ſhall be intitled to the premiſſes expectant

pectant upon or in remainder after her deceaſe, to be left at her, his, or their uſual place of abode ſix callendar months at leaſt, before the end and expiration of the ſaid firſt ſeven or fourteen years, and if the ſaid yearly rent be paid up to ſuch time of quitting, and the premiſſes be left in due repair and condition according to the covenants aforeſaid for that purpoſe; then, from and after the end and expiration of the ſaid firſt ſeven years or fourteen years (which of the ſaid times ſhall be mentioned in ſuch notice or warning) this preſent demiſe and every thing herein contained, ſhall ceaſe, determine, and be utterly void and of none effect, to all intents and purpoſes whatſoever, in like manner as if the ſaid whole term of twenty-one years had elapſed and run out, any thing herein contained to the contrary notwithſtanding. In witneſs, &c.

A proviſo for making void a leaſe in caſe of the death of the leſſee.

Provided alſo, and theſe preſents are upon this condition nevertheleſs, that if the ſaid *M. S.* ſhall happen to die at any time during the term hereby demiſed, and the executors, adminiſtrators, or aſſigns of the ſaid *M. S.* ſhall at any time after the expiration of the firſt three years of the ſaid term of ſeven years hereby demiſed be minded and deſirous

to quit and leave the ſaid demiſed premiſes, and of ſuch his mind or intention ſhall on any quarter day after the expiration of the ſaid three years, give or leave ſix months notice or warning in writing to or for the ſaid *C. D.* his executors, adminiſtrators, or aſſigns, at his or their then place or places of abode (he the ſaid *C. D.* his executors, adminiſtrators, or aſſigns, having firſt paid the rent, and performed and kept all and ſingular the covenants, proviſoes, and agreements herein contained on his and their parts, to be paid, done, and performed) *Then* and in ſuch caſe at the expiration of the ſaid ſix months (ſuch notice having been firſt given as aforeſaid) theſe preſents and the term hereby granted as for any further continuance ſhall ceaſe, determine, and be utterly void, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In WITNESS, &c.

Covenants to renew a leaſe.

AND further that the ſaid vicar and churchwardens of ſuch part of the ſaid pariſh of St. ——— as aforeſaid, or their ſucceſſors, for the time being, ſhall and will at the coſts and charges of the ſaid *John Holmes*, his executors, adminiſtrators, and aſſigns, (if thereto requeſted by him or them, ſix months before the expiration of the term hereby demiſed) grant another leaſe of the aforeſaid premiſſes to the ſaid *John Holmes*,

Holmes, his executors, adminiſtrators, or aſſigns, for the further term of fourteen years, to commence from the expiration of the term hereby granted thereof, at and under the ſame yearly rent, and containing therein the like covenants and agreements, as are in theſe preſents contained, he the ſaid *John Holmes*, his executors, adminiſtrators, or aſſigns, executing at the ſame time a counter-part thereof, and alſo paying a fine or ſum of fifty pounds to the ſaid vicar and churchwardens for the time being, on their executing ſuch new leaſe; And alſo that the ſaid vicar and churchwardens, or their ſucceſſors for the time being, ſhall and will in like manner on the expiration of ſuch new leaſe, ſo to be granted of the ſaid premiſſes as aforeſaid, at the like requeſt, coſts, and charges of the ſaid *John Holmes*, his executors, adminiſtrators, and aſſigns, grant a further leaſe of the ſame premiſſes, to the ſaid *John Holmes*, his executors, adminiſtrators, or aſſigns, for the further term of fourteen years, to commence from the expiration of ſuch new intended leaſe, at and under the ſame yearly rent, covenants, and agreements as are in theſe preſents contained, and ſo from time to time, on the expiration of every ſuch renewed leaſe of the ſaid premiſſes, ſhall and will at the like requeſt, coſts, and charges, grant a like leaſe thereof to the ſaid *John Holmes*, his executors, adminiſtrators, or aſſigns, for the further term of fourteen years, to commence from the expiration of

every

every ſuch laſt renewed leaſe, until the full term of ninety-ſeven years, three-quarters of a year, two months, and eleven days, to be computed from the commencement of this preſent leaſe, ſhall have been granted of the ſaid premiſſes, to the ſaid *John Holmes*, his executors, adminiſtrators, or aſſigns, by ſuch ſucceſſive leaſes as aforeſaid, he the ſaid *John Holmes*, his executors, adminiſtrators, or aſſigns, always paying a fine or ſum of fifty pounds, unto the ſaid vicar and churchwardens, or their ſucceſſors for the time being, on their granting every ſuch renewed or further leaſe of the ſaid premiſſes as aforeſaid, and alſo at every ſuch time or times executing a counterpart and counterparts thereof. IN WITNESS, &c.

No. V. *An Indorſement for continuing a Leaſe for a longer Term, after the Expiration of the Preſent.*

THIS INDENTURE, &c. between the within named duke of *Bedford*, of the one part, and the within named —— of the other part; WITNESSETH, that for and in conſideration of the rent hereby reſerved, and of the covenants, conditions, and agreements reſpectively, hereinafter contained, which on the part and behalf of him the ſaid —— his executors, adminiſtrators, and aſſigns, are to be paid, done, and performed, the ſaid duke of *Bedford*, doth demiſe, leaſe, and to farm let, unto the ſaid —— his executors, adminiſtrators, and aſſigns, all that

hat piece or parcel of ground, with the meſſuage or tenement thereon erected and built, and all and ſingular other the premiſſes reſpectively compriſed in the within written leaſe, and thereby demiſed in manner therein mentioned (except as therein is excepted). To have and to hold *the ſaid piece or parcel of ground and meſſuage, or tenement, and all and ſingular other* the premiſſes hereby leaſed, ſet, and to farm let, or mentioned, or intended ſo to be, (except as aforeſaid) unto the ſaid ——— his executors, adminiſtrators, and aſſigns, from the 5th day of *April*, which will be in the year of our Lord 17—, and when the ſaid within written leaſe will expire, for and during, and unto the full end and term of two years longer, thenceforth next enſuing, and fully to be compleat and ended, ſubject to and under the like rent and payable in like manner as is within mentioned for and in reſpect of the rent reſerved in and by the ſaid within written leaſe, and ſubject to the like power of entry, as well on non-payment of rent, as on the happening of any of the other incidents mentioned in the within written proviſo or condition of re-entry. And it is hereby declared and agreed by and between the parties to theſe preſents, that they and their reſpective heirs, executors, adminiſtrators, and aſſigns, ſhall and will by theſe preſents, during the continuance of the additional term of two years hereby granted, ſtand and be bound

The words in Italics for brevity ſake may be left out.

bound for, and in reſpect of the ſaid hereby demiſed premiſſes, with the appurtenances, in ſuch and the like covenants, conditions, and agreements reſpectively, as they the ſaid parties and their reſpective heirs, executors, adminiſtrators, and aſſigns, do now ſtand bound in and by the ſaid within leaſe, for and during the now reſidue unexpired, of the within mentioned term thereby granted, it being the intent and meaning hereof, that this preſent indorſed leaſe, and the additional term hereby granted, ſhall be upon ſuch and the like footing, and all the covenants, clauſes, conditions, and agreements reſpectively therein contained, be equally available, take place, and have the like force and effect to all intents and purpoſes as if every article, clauſe, matter, and thing contained in the ſaid within leaſe, were word for word repeated and again inſerted in theſe preſents. In witness, &c.

I am of opinion that this indorſement will be juſt as effectual as a new leaſe, provided it be properly ſtamped

C. Pratt.

Caſes in reſpect to Leaſes:

No. L.

Whether a Leſſee when there is no Exception in the Leaſe againſt Fire, is, upon the Premiſſes being deſtroyed by that Caſualty, liable upon the general Covenants, to pay the Rent during the Remainder of the Term, and to re-build.

A. *B.* by leaſe demiſed to *C. D.* a meſſuage, To hold from *Lady-day* then next, for twenty-one years, at the yearly rent of one hundred and forty pounds, payable half-yearly, with the uſual covenants for the tenant to pay the rent and repair, *&c.* during the term, without any exception as to fire, which ſaid meſſuage was during the term, and the tenant's poſſeſſion conſumed in the late dreadful fire which began in *Exchange Alley*.

Qu. Whether the leſſee by his covenant to pay the rent and repair, *&c.* will not be liable during the reſidue of the ſaid term, to pay the ſaid yearly rent, and to re-build and deliver up the demiſed premiſſes, at the end of the term re-built, with the wainſcot, &c. ſcheduled in the leaſe in as good condition as before the fire happened?

Answer.

ANSWER.

I conceive the leſſee bound by his covenant to re-build the premiſſes, and to pay the rent during the remainder of the term and at the end of it to deliver up the ſame in as good condition as it will be then in after reaſonable uſe of it; but I do not think that the leſſee can be compelled to a ſpecific performance of the covenant for rebuilding, but he will be ſubject to an action of covenant for not doing it when the jury will give ſuch ſum by way of damages for not doing it as they will judge reaſonable.

D. RYDER.

As the rent is covenanted to be paid during the term, I think it not ſuſpended by the accident which happened, but that it is recoverable according to the covenant in the leaſe during the reſidue of the term; and I am alſo of opinion that the leſſee is by the covenant reſerved for that purpoſe compellable to rebuild and deliver up the premiſſes, together with the things ſcheduled in a tenantable condition at the expiration of the leaſe or otherwiſe to anſwer damages for not doing it; but what damages a jury may give in a caſe of this nature is uncertain; and therefore it may be prudent to adjuſt the affair amicably on reaſonable terms if it can be done, for the whole as I ſaid before, muſt be otherwiſe ſettled

tled by a jury in damages and there is no reaſon to expect from a court of equity any ſpecific remedy to compel the leſſee to rebuild.

Whether a leſſee can compel the leſſor to rebuild premiſſes deſtroyed by fire, the leſſor having received from the fire office the money inſured. No. II.

BY INDENTURE of leaſe *John Beer* in conſideration of the rent, and the covenants therein after contained on the leſſee's part, demiſed to *Stephen Geare* and *John Stump* two meſſuages with the yards and appurtenances thereto belonging on the North ſide of *Paternoſter-row, London* (one of which was formerly the *Caſtle* tavern) for twenty-one years from *Michaelmas* 17—, at the yearly rent of eighty pounds payable quarterly, with liberty for the tenants to determine the ſaid leaſe at the expiration of the firſt fourteen years thereof on giving ſix months previous notice in writing; and the tenants therein covenant to pay the rent and to repair the premiſſes (deſtruction by fire only excepted) with the other uſual covenants; and the landlord covenanted that the tenants paying the rent and performing the covenants therein contained on their parts ſhould quietly enjoy the premiſſes during the continuance of the leaſe without any interruption 12th October 1754.

ruption by the landlord or any claiming under him.

Meſſrs. *Geare* and *Stump* during the time of their joint poſſeſſion of the premiſſes laid out upwards of three hundred pounds in improvements and in the repairs thereof, and between *Auguſt* 1760, and 16th *December* 1765, Mr. *Stump* laid out one hundred pounds more.

16th December 1765. Mr. *Stump* who ſurvived Mr. *Geare* in conſideration of three hundred pounds granted an under-leaſe of ſaid premiſſes to *Samuel Jones* from *Chriſtmas* day then next for nine years and a half, two months and thirty days, at the yearly rent of eighty pounds payable quarterly, with liberty for the tenant to determine ſaid leaſe at the end of the firſt two years and three quarters thereof, on giving ſeven months previous notice in writing with the ſame covenants *mutatis mutandis* both on the part of the leſſor and leſſee as were contained in the leaſe to Meſſrs. *Geare* and *Stump*.

26th April 1766. Mr. *Jones*, in conſideration of four hundred pounds, aſſigned ſaid premiſſes to Mr. *Orwry* for the remainder of his term therein, but it does not appear that Mr. *Jones* laid out any money in the repairs of the premiſſes during the time he was in poſſeſſion thereof although he received of Mr. *Orwry* one hundred pounds more than he paid Mr. *Stump*.

In January 1770. All the buildings on the premiſſes were deſtroyed by fire, and Mr. *Beer* received one

thouſand pounds of the inſurance office in reſpect thereof, but abſolutely refuſes to rebuild the ſame in the manner they were before, and let Mr. *Orwry* have the enjoyment thereof during the remainder of the term, or to make him any ſatisfaction in reſpect of the damage he has ſuſtained, and therefore Mr. *Orwry* applies to Mr. *Stump* for that purpoſe.

It is preſumed the inſurance money will not be ſufficient to rebuild the premiſſes as before the accident, and Mr. *Beer* apprehending that if it was built in another manner, he could let it to a greater advantage, he on that account refuſes to reinſtitute the premiſſes.

Qu. Whether Mr. *Orwry* can by any and what means oblige Mr. *Stump* either to rebuild the premiſſes in the manner they were before the accident or in any other, and what manner, and let him have the enjoyment thereof, during the remainder of the term at the ſame rent he before paid, or elſe to anſwer in damages for the loſs he ſuſtained by the accident, and what will be the meaſure of the damages, and if Mr. *Stump*

will not have the ſame remedy over againſt Mr. *Beer* and what proportion of the damages ought to be ſuſtained by each party, and whether Mr. *Orwry* will be obliged to pay rent while the premiſſes remain in ruins, and pleaſe to adviſe Mr. *Stump* and Mr. *Orwry* (who act in conjunction) how to proceed under the circumſtances of this caſe?

Meſſrs. *Geare* and *Stump* took the premiſſes to repair the ſame themſelves, excluſive of damages occaſioned by fire, they ought therefore to have had a covenant from the landlord to rebuild in caſe of fire, and as they had not, they could not oblige the landlord to rebuild.

Mr. *Jones* was the mere aſſignee of the term and therefore ſtood on the ſame footing as *Geare* and *Stump* did, and Mr. *Orwry* certainly as aſſignee of Mr. *Jones* can be in no better ſituation, and therefore I apprehend Mr. *Orwry* can by no means oblige Mr. *Stump* to rebuild the premiſſes, or to anſwer any damages ſuſtained by Mr. *Orwry* by the above accident of fire; and I think Mr. *Orwry* will be liable at law to pay rent whilſt the premiſſes lie in ruins. All this matter was determined in the

King's

King's Bench I think in *Michaelmas* term 1763 between *Morton* and *Camden*, where *Morton* brought an action for rent of a houſe burnt down in *Holborn* whilſt the ſame lay in ruins and where there was the like exception of fire in the leaſe, and the action was brought for rent due after the fire; there was judgment in that court for the plaintiff, on a demurrer to the plea of the premiſſes being burnt down before the rent became due, and that they were not rebuilt by the landlord.

The defendant went afterwards into the court of Chancery to oblige the landlord to rebuild, and for an injunction, but an injunction was denied, and then the defendant compromiſed by paying ſome money to the plaintiff to take up the leaſe and cancel it, as I have been informed, as to the agreement between the parties, but as to the reſt, I know it of my own knowledge.

THOMAS WARREN.

As I preſume there is no covenant or ſtipulation on the part of the landlord engaging him to rebuild, I do not conceive that he can be compelled to do ſo, nor can he at law (and I much doubt whether he can in equity) be compelled to make any abatement for the rent, the caſe of fire being only excepted out of the tenant's covenant to repair, and not as it ſhould have been, out of the reſervation of

the rent, or out of his covenant to pay it. It is therefore adviſable for the tenants to make the beſt terms they can with him.

J. Dunning.

I am of opinion *Stump* and *Geare* are liable by virtue of their covenant to pay the rent now in arrear; and alſo all the future rent till the expiration of the term, though the premiſſes ſhould remain in the condition they are, and I apprehend *Stump* cannot, either at law or in equity, compel Mr. *Beer* to rebuild after the offer Mr. *Beer* has made to take back the eſtate. If there be nobody in poſſeſſion, then Mr. *Beer* muſt proceed under the 4th *George* 2d laying the demiſe in the ejectment *ſubſequent* to the time the rent became in arrear.

Ja. Wallace.

I am of opinion that Mr. *Orwry* can have no remedy againſt Mr. *Stump*, there being no covenant in the leaſe, which can in any ſhape be conſtrued to import an obligation on the part of Mr. *Stump* to rebuild in caſe of fire, which is a loſs, that if not ſpecially excepted, would naturally fall upon the tenant and not upon the landlord. No man is liable to make good any damage unleſs he has undertaken to do ſo, or has by ſome act of his occaſioned the loſs, neither of which is the preſent caſe. The ſame reaſoning applies to the caſe of Mr. *Beer* the

original

original leſſor, except his having received the inſurance can make any difference, and I doubt much whether it can, becauſe the intereſt he had in the building, after the expiration of the term is a property that he was intitled to cover by an inſurance, and paying the premium he has inſured for himſelf and not for the tenant. The rent remains ſtill due at law, but I incline to think that a court of equity would interpoſe in favour of the tenant to relieve againſt the payment of rent whilſt the premiſſes remain in ruins. If Mr. *Stump* and Mr. *Orwry* can have any further relief, which I think very doubtful, it can only be in this ſhape, to file a bill to reſtrain Mr. *Beer* from recovering the rent, offering to contribute as much as together with the one thouſand pounds received by *Beer* will put the premiſſes in the condition that they were in before the accident, and praying that he may be decreed to pay over the thouſand pounds for that purpoſe. If they think it worth while to purſue this plan, it ſeems to me an equitable mode of reſtoring the intereſts of all the parties, and I ſhould think the experiment worth the trial, though I know no authority that can inſure ſucceſs.

ALEX. WEDDERBURN.

No. III. *How far the Leſſee of Premiſſes deſtroyed by Fire (when there is no Exception in the Leaſe in reſpect to that Caſualty) is liable to anſwer Damages to the Leſſor.*

14 Nov. 1732. BY INDENTURE of leaſe the Company of Apothecaries, in conſideration of one hundred pounds fine, and four hundred pounds and upwards, laid out in repairs, &c. demiſed to *Samuel Bridgman* a piece of ground and ſix meſſuages *and all other buildings thereupon erected, or which at any time thereafter during the term demiſed* ſhould be erected and built with the appurtenances, with the crane and wharf, to hold from *Chriſtmas* then next for twenty-four years, at the yearly rent of two hundred pounds clear of all taxes, with the uſual covenant (amongſt others) for the tenant *at all times during the term* to repair the *meſſuages, &c. thereby demiſed or mentioned, or intended to be thereby demiſed with their appurtenances, and being ſo well and ſufficiently repaired, &c. to leave the ſame at the end of the term,* together with all cloſets, doors, &c. and other things which then were or at any time within the ſaid term ſhould be made or ſet up in or about the premiſſes, good, ſafe, whole, and undefaced, reaſonable uſe and wearing thereof in the mean time only excepted.

Mr.

Mr. *Bridgman* at his own charge afterwards built another houſe on ſaid premiſſes, and not being excepted from fire, had one thouſand three hundred pounds inſured on the ſaid buildings in the *Hand-in-Hand* Fire Office, but the crane and a counting houſe were not included therein.

Mr. *Bridgman* afterwards granted a leaſe of a houſe with the crane and counting houſe, part of ſaid premiſſes to Mr. *Diſton*, who either aſſigned the ſame or granted an under-leaſe thereof to Mr. *Howell*.

Mr. *Howell* it is ſuppoſed thinking the five hundred pounds then inſured on the houſe in his poſſeſſion not ſufficient in caſe of an accident by fire, as Mr. *Bridgman* had made conſiderable improvements therein, applied to ſaid fire office to have one hundred pounds more inſured thereon, which they complied with.

In *February* 1756, (being about three quarters of a year before the expiration of the leaſe,) all the buildings ſtanding on the demiſed premiſes were burnt down.

Soon after this accident, Mr. *Bridgman*'s widow and executrix propoſed that if the Company would accept a ſurrender of their leaſe, ſhe would pay them the whole inſurance money if Mr. *Howell* would pay her the ſix hundred pounds he had received, but he refuſing to pay any more than five hundred pounds, the

treaty was dropt, and now Mrs. *Bridgman* abſolutely refuſes to pay the Company any more than one thouſand pounds, alledging ſhe is only obliged to anſwer in damages the value of the houſes at the time the fire happened, which, excluſive of the houſe built after the commencement of the leaſe, and for which ſhe is not obliged to anſwer any damages, did not exceed that ſum, and that the inſurance money is not the true meaſure of the damages; for if the houſes had only been inſured for half their value, it could not be ſuppoſed the Company would have accepted the money, but expected their full value, and by the ſame rule if they have been inſured for more, the Company ought not to expect the ſurplus, or that at leaſt ſhe ought to have an allowance out of the inſurance money, of the money inſured on the houſe built by Mr. *Bridgman*, and the rent accrued due after the accident, but the Company think the true meaſure of damages ought to be the whole money inſured, for as the office have their election either to pay the money or rebuild, it muſt be ſuppoſed the houſes were of the full value of the money inſured, otherwiſe the office would have rebuilt them, and tenants have no pretence to be gainers by ſuch an accident; for if that were the caſe it would induce them to ſet their houſes on fire, which no court will encourage, and that as Mrs. *Bridgman* would have been obliged to deliver

eliver up the houſe built by her huſband as ell as the others at the expiration of the leaſe, not burnt down, ſhe ought to anſwer in da- nages for the ſame.

N. B. The Company's workmen who ſurvey- ed the premiſſes a little before the fire to ſee what repairs were wanting, are of opinion that all the ſaid houſes with the crane and counting-houſe which were not inſured were not then worth more than one thou- ſand two hundred pounds, but would coſt more to reinſtate them.

Qu. Therefore on the circumſtances of this caſe, will not Mrs. *Bridgman* be liable at law or in equity on ſaid covenant to anſwer the damages ſuſtain- ed by the ſaid accident; and will not the proper mea- ſure of the damages be the whole inſurance money, or muſt ſhe be allowed there- out one hundred pounds in- ſured on the houſe built by her huſband as aforeſaid and the rent accrued due after the accident; or how other- wiſe ſhould the damages be aſcertained?

I con-

I conceive that this being a queſtion of damages, and breach of covenant, is properly determinable at law, and the quantum will be in the breaſt of the jury. By the extract of Mr. *Bridgman*'s covenant, it doth not appear to me, that it extended to a ſurrender of houſes to be built by him, and in an accident of this kind the court and jury would incline to the defendant. I think they would in no court be tied to the inſurance, but the meaſure muſt be taken from the judgment of witneſſes what the demiſed buildings would have been worth at the end of the term. If the leaſe continueth, the rent muſt be paid during ſuch continuance.

R. Henley.

The only doubt in this caſe is, as it ſeems to me, not upon the points, but upon the nature of the evidence; how far the policies ſhall be concluſive to the damages. Firſt, I am of opinion that the leſſee under the covenant is liable at law to anſwer damages for the whole that was burnt: the covenant to leave the premiſſes at the end of the term in good repair, extending as well to the houſe built after, as to the premiſſes originally demiſed. Secondly, I am of opinion that the ſum in the policy is not abſolutely concluſive as to the value, but there will be this difference as to the weight of it. If leſs than

the

e value, which is the common caſe, the ndlord will not be bound by it, but may ew by proper evidence the premiſſes are orth more, but if the tenant pretends the m inſured was greater than the value, he uſt be prepared with very ſtrong evidence to tabliſh that fact, for in that view the policy ill be taken ſo ſtrongly againſt the inſured, at no jury would chuſe to find againſt it; deed I am almoſt perſuaded to think it ould be quite concluſive. I think the rent fter the accident ought to be deducted.

C. PRATT.

No. IV.

Whether a Leſſor can recover from an Aſſignee Money received by him, from the Aſſurance Office; or whether the Aſſignee is anſwerable only for the actual Value of the Premiſſes:

EDWARD NOW, eſq; in conſideration of the ſurrender of a former leaſe, dated 6th *April* 17— by him granted unto *William Morf*, of the meſſuage, or tenement, and yard hereinafter mentioned for twenty-one years, rom *Chriſtmas* 17—, at the yearly rent of eighty ounds, payable quarterly, and of the covenants nd agreements after mentioned on the part nd behalf of *Elizabeth Morf*, ſpinſter, execu- rix of the ſaid *William Morf*, deceaſed, her executors, adminiſtrators and aſſigns, to be kept

kept and performed, did by indenture demiſe unto the ſaid *Elizabeth Morf*, her executors, adminiſtrators, and aſſigns, all that meſſuage or tenement ſituate, lying, and being on the South-ſide of *Cornhill*, in the pariſh of *Saint Michael, Cornhill*, in the ward of *Cornhill*, then called or known by the name or ſign of the Royal Point, in the tenure or occupation of the ſaid *Elizabeth Morf*, together with all ſhops, cellars, ſollars, chambers, rooms, lights, ways, eaſements, paſſages, waters, water-courſes, profits, commodities, and appurtenances whatſoever, to the ſaid meſſuage or tenement belonging or in any wiſe appertaining; And alſo all that piece or parcel of ground or yard, ſituate, lying, and being in *Harp Alley*, on the Weſt-ſide thereof, in the pariſh of Saint *Michael, Cornhill*, aforeſaid, abutting North on the South-ſide of the ſaid meſſuage, as the ſame ground or yard was then incloſed with a brick wall, and a door next the ſaid alley, together with free liberty of ingreſs, egreſs, regreſs, way, and paſſage, to and for the ſaid *Elizabeth Morf*, her executors, adminiſtrators, or aſſigns, and her and their friends and ſervants, and others, to come, paſs, and repaſs, to and from the ſtreet of *Cornhill*, by and through the ſaid alley, to the door-way in the ſaid wall of the ſaid yard, or otherwiſe to the ſame; To hold the ſaid meſſuage or tenement, with the appurtenances unto the ſaid *Elizabeth Morf*, her executors, adminiſtrators, and aſſigns, from

from *Chriſtmas* then next, for and during and unto the full end and term of twenty-ſix years, and to hold the ſaid piece or parcel of ground or yard, unto the ſaid *Elizabeth Morf*, her executors, adminiſtrators, and aſſigns, from *Chriſtmas* then next, for the term of five years, under the yearly rent of ſeventy-two pounds, for the ſaid meſſuage or tenement, with the appurtenances, payable quarterly to the ſaid *Edward Now*, his heirs and aſſigns, and at and under the yearly rent of eight pounds, for the ſaid piece or parcel of ground and yard, payable quarterly to the ſaid *Edward Now*, his executors, adminiſtrators, and aſſigns, by even and equal portions during the ſaid term; and the ſaid *Elizabeth Morf*, for herſelf, her executors, adminiſtrators, and aſſigns, did thereby covenant, promiſe, and agree to and with the ſaid *Edward Now*, his heirs, executors, adminiſtrators, and aſſigns, that ſhe the ſaid *Elizabeth Morf*, her executors, adminiſtrators, or aſſigns, or ſome of them, ſhould and would from time to time and at all times during the ſaid reſpective term of twenty-ſix years and five years thereby reſpectively granted, well and truly pay or cauſe to be paid unto the ſaid *Edward Now*, his heirs, executors, adminiſtrators, or aſſigns, the ſaid reſpective reſerved yearly rents of ſeventy-two pounds, and eight pounds, on ſuch days and times, and in ſuch manner and form as the ſame were above reſerved, without fraud or guile.

guile. *And further* that ſhe the ſaid *Elizabeth Morſ*, her executors, adminiſtrators, or aſſigns, or ſome of them, ſhould and would at her, their, or ſome of their own proper coſts and charges, well and ſufficiently repair, ſupport, uphold, ſuſtain, amend, maintain, and keep the ſaid meſſuage or tenement, and the brick wall of the ſame, and all and ſingular other the premiſſes, with their and every of their appurtenances before thereby mentioned, to be letten, in, by and with all and all manner of needful and neceſſary reparations, ſupportations, and amendments whatſoever, from time to time and at all times thereafter, when, where, and as often as need or occaſion ſhould be or require, during the reſpective terms thereby granted, and alſo at her and their like proper coſts and charges, ſhould and would well and ſufficiently repair, glaze, purge, ſcower, cleanſe, empty, and amend, all and every the glaſs and glazed windows, pavements, privies, ſinks, gutters, and wydraughts, of and belonging to the ſaid demiſed premiſſes or any part or parcel thereof, when, where, and as often as occaſion ſhould require, during the ſaid reſpective terms, and the ſaid meſſuage, or tenement, and yard, with the brick wall, and all and ſingular other the premiſſes, with their appurtenances, being ſo well and ſufficiently repaired, *&c.* in manner and form as aforeſaid, together with all doors, locks, keys, bolts, hinges, iron bars, caſements,

caſements, partitions, implements, and other things mentioned and expreſſed in the ſchedule thereunto annexed, in as good caſe and condition as the ſame then were (reaſonable uſe and wearing thereof, in the mean time only excepted) at the reſpective ends of the ſaid reſpective terms thereby letten or other ſooner determination of the ſaid leaſe, which ſhould firſt happen, peaceably and quietly ſurrender and yield up unto the ſaid *Edward Now*, his heirs, executors, adminiſtrators, or aſſigns; uſual covenants, for liberty to view the premiſſes, and for Mrs. *Morf*, *&c.* to repair them in three months, and a proviſo for re-entry on non-payment of the reſpective rents; covenant from the ſaid *Now*, his heirs, *&c.* that the ſaid *Elizabeth Morf*, her executors, *&c.* paying the ſaid reſpective rents, during the ſaid reſpective terms ſhould quietly enjoy the premiſſes; and that in caſe he or they ſhould at any time after the expiration of the term of years thereby granted, of the ſaid ground and yard, renew his leaſe for a longer term therein ſufficient to make up the term twenty-ſix years; that he or they would grant a new leaſe of the ſaid ground and yard, for ſuch term or ſuch other term not exceeding the ſame, unto the ſaid *Elizabeth Morf*, her executors, adminiſtrators, and aſſigns, at the ſaid yearly rent of eight pounds, payable quarterly, under the ſame covenants, as to the ſaid ground and yard (*mutatis mutandis*)

mutandis) as in the ſaid leaſe contained, ſhe the ſaid *Elizabeth Morf*, her executors, *&c.* at the ſame time ſealing a counterpart thereof. The ſaid *Elizabeth Morf* executed a counterpart of ſaid leaſe, but the leaſe of the ground and yard was not renewed by the ſaid *Edward Now*, after the expiration of the ſaid term of five years, but the tenants held the ſame ſucceſſively, as tenants at will, at the ſame rent. The ſaid meſſuage afterwards, by divers meſne aſſignments, became veſted in *John Weſt*, who occupied the ſame, together with the ſaid ground and yard for many years, and 5th *May* 17—, inſured four hundred pounds upon it, in the *Hand-in-Hand* Fire-Office, and he from time to time paid the annual rents to the ſaid *Edward Now*, during his life, and after his deceaſe, to *Elizabeth Now*, his widow and adminiſtratrix, and about *Lady-day* 17—, Mr. *Weſt* aſſigned the ſaid leaſe to *Edward Vau*, for the remainder of the term of twenty-ſix years, who carried on the ſame trade, in the ſame houſe, and about the ſame time Mr. *Weſt* aſſigned the policy of aſſurance to the ſaid Mr. *Vau*. On 5th *March* laſt, the ſaid meſſuage and premiſſes were burnt down and demoliſhed, in the late dreadful fire in *Cornhill*, and the leaſe thereof will not expire till *Chriſtmas* next, and there is no exception againſt fire in the ſaid leaſe; thereupon *Edward Now* the only ſon and heir, and adminiſtrator, *de bonis non*, of

of his late father *Edward Now*, the leſſor, demanded of the ſaid *Edward Vau*, the ſaid four hundred pounds, inſurance-money, and entred a *caveat* at the office againſt their paying the ſame to the ſaid Mr. *Vau*, without Mr. *Now*'s privity, and likewiſe inſiſted to be paid the growing rent which ſhould become due for the ſaid premiſſes, from time to time during the reſidue of ſaid term, but on 27th *May* laſt Mr. *Vau* received the ſaid four hundred pounds, at the inſurance office. Mr. *Vau* inſiſted that he had put up ſeveral things in the ſaid houſe, to the value of fifty pounds, and that he had the ſaid houſe ſurveyed about five months before the ſaid fire happened, in order to take a new leaſe thereof, and that his ſurveyors did not then value the ſaid houſe at more than two hundred and fifty pounds, and therefore he expected Mr. *Now* ſhould allow him one hundred and fifty pounds out of the ſaid inſurance-money, and forgive him the growing rent for the remainder of the ſaid term. After ſeveral meetings, both parties referred the matter in difference to Mr. *Shott*, a linen-draper, in *Cornhill*, and Mr. *Now* then conſented to forgive Mr. *Vau* the growing rent, if he would pay him the whole inſurance money, and Mr. *Shott* was of opinion that Mr. *Vau* ought to pay the ſame to Mr. *Now*, without any deduction, and Mr. *Vau* thereupon agreed to pay the ſame, but now refuſes

to pay it, without an allowance of one hundred and fifty pounds as aforeſaid, out of the inſurance money, upon a preſumption that Mr. *Now* can recover no other damages of him, than two hundred and fifty pounds, which he will prove by his ſurveyors, to be the utmoſt value of the houſe. Therefore Mr. *Now* now inſiſts upon the whole inſurance money, and the growing rent, as the ſame ſhall become due. Mr. *Now* has only the counterpart of the ſaid leaſe, executed by Mrs. *Morf*, to produce, therefore cannot bring any action at law, againſt the ſaid *Edward Vau*, as aſſignee of the ſaid *Elizabeth Morf*, upon any of the covenants in the ſaid leaſe, not knowing how or by whom or to whom the ſaid leaſe has, from time to time, been aſſigned. The inſurance money ought to be applied in re-building the meſſuage and premiſſes which are burnt, and no part of it put into the tenant's pocket, and the directors uſually inſure no more than two thirds of the value of the buildings.

Qu. Therefore whether a court of equity will compel the ſaid *Edward Vau*, to re-build the premiſſes or pay the inſurance money to the ſaid *Edward Now* for that purpoſe, and whether it is adviſeable for Mr. *Now*, to bring his bill againſt

againſt the ſaid *Edward Vau*, and who elſe muſt be made parties to ſuch bill?

As Mr. *Now* is no party to the inſurance, I think he has no ſpecific lien on the four hundred and ninety pounds inſured, and therefore cannot be intitled to recover that ſum on that account, nor will a court of equity compell Mr. *Vau* to re-build, but leave him to aſcertain his damage at law, only giving him ſuch aſſiſtance as is neceſſary, by diſcovery or otherwiſe, to enable him to proceed at law to ſuch trial.

Qu. Whether the ſaid *Edward Now* can recover the growing rent as it ſhall become due, from time to time, againſt the ſaid *Edward Vau*, in an action of debt, or how otherwiſe?

I think he may recover the rent by action of debt or covenant on the original leaſe; and as he cannot be ſuppoſed to have the deeds of aſſignment, by which the title is derived down to *Vau*, his actual payment of the rent, and probably his declarations will be ſufficient to prove him to be aſſignee of the leaſe.

Qu. Whether the ſaid *Edward Now*, has a remedy againſt the repreſentatives of the ſaid *Elizabeth Morf*, or any other, and what remedy againſt the ſaid *Edward Vau*, or any of the aſſignees of the ſaid leaſe, when diſcovered either at law or in equity, for the ſaid inſurance money and growing rent?

He has remedy againſt the repreſentatives of *Morf*, on the covenant, and againſt *Vau*, (but not againſt any intermediate aſſignees,) for the damages in not performing the covenants, in leaving the premiſſes in repair, and the money *Vau* received under the policy ſeems not an improper meaſure of the damages; which however a jury muſt judge of.

D. Ryder.

The ſame Caſe ſtated in another Manner.

20th Nov. 17— BY indenture of leaſe, *Edward Now*, eſq; for the conſiderations therein mentioned, did demiſe, &c. here the leaſe was ſet forth, *vide* the laſt caſe.

The ſaid *Elizabeth Morf* entred on the ſaid premiſſes, and laid out large ſums in altering and new improving the ſhops and other parts of the

the ſaid premiſes, and afterwards married one *Balthazar Wart*, and died in his life-time, and he, after her deceaſe, ſued out letters of adminiſtration of her goods, *&c.*

By indenture the ſaid *Balthazar Wart*, as ſuch adminiſtrator, in conſideration of two hundred pounds aſſigned the ſaid meſſuage and premiſſes, and the ſaid leaſes to *James Morf*, to hold from the 25th of *March* then laſt, for the then remainder of the ſaid term. 23th April, 17—.

By indenture *tripartite*, made between *Henry Trol*, *Thomas Harr*, and *John Hig*, junior, aſſignees of the eſtate of the ſaid *James Morf*, againſt whom a commiſſion of bankruptcy had been then lately awarded, of the firſt part; the ſaid *James Morf* of the ſecond part; and *John Weſt* of the third part; *Henry* and *Thomas*, and the ſaid *John Hig*, in conſideration of one hundred pounds did aſſign the ſaid meſſuage and premiſſes, and the ſaid leaſe to the ſaid *John Weſt*, to hold from *Midſummer* then laſt, for the remainder of the ſaid term, and ſuch further term as ſhould be renewed in the ſaid ground or yard; and the ſaid *James Morf*, by the ſame indenture, in conſideration of five pounds, did grant and confirm the ſaid premiſſes to the ſaid *John Weſt*, to hold from the ſame *Midſummer* then laſt, for the then remainder of the ſaid terms. 5th July, 17—.

The ſaid *John Weſt* entered on the ſaid premiſſes, and purchaſed divers partitions, marble-

ſlabs, and other improvements done to the ſaid ſhop and premiſſes, mentioned in an inventory thereof, at their appraiſed value, and laid out other ſums in ſuch like new improvements to the ſaid ſhops and premiſſes, and held the ſame till about the end of *March* 17—.

24th March 17—. By indenture, the ſaid *John Weſt*, in conſideration of two hundred and ten pounds, aſſigned the ſaid meſſuage and premiſſes, and the ſaid leaſe to *Edward Vau*, to hold from thenceforth for the then remainder of the ſaid term of twenty-ſix years.

The ſaid *Vau* then purchaſed the ſaid partitions, marble chimney-pieces, ſlabs and improvements, then ſtanding on the ſaid premiſſes, of the ſaid *Weſt*, at their appraiſed value, as mentioned in an inventory then taken thereof, and entred on the ſaid premiſſes, and laid out other ſums in ſuch like improvements thereof. And the ſaid meſſuage had been then inſured in the *Hand-in-Hand* Fire-Office by the tenants thereof, about thirty-four years, for four hundred pounds, on an old general ſurvey made by the ſaid office's ſurveyor, of the value of the ſaid meſſuage, when it was firſt inſured therein; and the policy of inſurance of the ſaid meſſuage in the ſaid office for ſeven years, in force on the ſaid 24th *March* 17—, was then alſo aſſigned by the ſaid *Weſt* to the ſaid *Vau*, and duly entered in the ſaid inſurance office: And tho' its now above forty years ſince the ſaid firſt inſurance,

ſurance, and the policies have been often renewed by the tenants of the ſaid meſſuage, it don't appear it hath been ſurveyed on behalf of the ſaid office otherwiſe than aforeſaid: But on the 31ſt of *December* laſt, the ſaid leaſe being near expiring, and the ſaid *Vau* then intending to take a leaſe of the ſaid meſſuage, for a further term of twenty-one years, in order to treat with the heir of the ſaid Mr. *Now* for the ſame, had the ſaid meſſuage carefully ſurveyed by an eminent ſurveyor and two other workmen, who reported it to be about eighty years ſtanding, (except as to the front next *Cornhill* much out of repair and almoſt worn out,) that ſuch heir or landlord thereof ought to lay out two hundred and ninety-ſix pounds, to fit the ſame up for a tenant for ſuch twenty-one years, more than the expence of repairing dormant defects, not to be traced out on ſuch view, and that ſo many defects then appeared therein that he had better re-build than repair it, and that the ſaid meſſuage as then ſtanding was not of two hundred and fifty pounds value.

The ſaid *Vau* held the ſaid meſſuage until the 25th of *March* laſt, when the ſame was wholly burnt down by the late dreadful fire (which begun at a conſiderable diſtance from the ſaid meſſuage,) in *Cornhill*, without the neglect or default of himſelf or ſervants or any other, and notwithſtanding all poſſible endeavours were uſed to ſave it: And the ſaid

Vau loſt thereby about fifty pounds of the money by him paid and expended for ſuch new improvements, to the interior part of the ſaid meſſuage; and there was then only three quarters of a year to come of the ſaid term of twenty-ſix years, which expires at *Chriſtmas* next.

N. B. The directors of the ſaid inſurance office, lately accounted with the ſaid *Vau*, and paid him the ballance of the ſaid four hundred pounds due to him on ſuch inſurance account, and it is ſtipulated in the deed of ſettlement, (*int. al.*') that the damage to painting is to be made good at no more than three ſhillings a yard, nor more than thirty pounds to be allowed for any chimney-piece.

Qu. Therefore on the circumſtances of this caſe will Mr. *Vau* be compellable, at law, to pay any, and what rent for the ſaid meſſuage ſince *Lady-day* laſt, and how far is he liable in law and equity, on the ſaid covenant for repairing the ſaid meſſuage, and chiefly in damages at law for not performing the ſame covenant; whether to ſuch value of the ſaid meſſuage when burnt down, or of the ſaid balance

balance received of ſaid four hundred pounds inſured thereon, or how otherwiſe?

I am of opinion that Mr. *Vau* will be compellable to pay the reſerved rent up to the expiration of the twenty-ſix years term, and that he is liable to anſwer in damages for the accident that has happened during his occupation, and the true meaſure of theſe damages will be the real value of the houſe as when it was burnt down, and the landlord under the neceſſity of re-building inſtead of repairing for a new tenant.

J. STRANGE.

Whether a Leſſee of Ground who entered into an Agreement for the Purpoſe of granting a leaſe to another Perſon of part of that Ground for the Term which he had under the original Leaſe is (having obtained a further Term) compellable under ſuch Agreement to grant a Leaſe for the whole Term? No. VI

MR. *Haugh* agreed with the Company of Apothecaries for a leaſe of a piece of ground and wharf at *Black-friars Stairs*, *London*, for twenty-one years from *Chriſtmas* 17— and Mr. *Haugh* entered upon the premiſſes accordingly. 6th December 17—.

Mr.

14th March 17—. Mr. *Haugh* entered into the following agreement with Mr. *Harriſon* for a leaſe of part of the ſaid premiſſes, *viz.*

"*March* 14th, 17—. It is this day agreed "between Mr *John Haugh* and Mr. *John Har-* "*riſon*, on condition that the aforeſaid Mr. "*John Haugh* agrees to let on leaſe to the "aforeſaid *John Harriſon for the term of years,* "*as Mr. John Haugh's leaſe from the Worſhipful* "*Company of Apothecaries ſhall determine.* The "aforeſaid Mr. *John Haugh* agrees to let to "Mr. *John Harriſon* a ſpot of ground forty feet "ſquare, conſiſting of one thouſand ſix hun- "dred feet, at four-pence halfpenny *per* foot, "which is to ſay, at the yearly rent of thirty "pounds clear of all deductions, and to com- "mence rent at *Lady-day* from the date here- "of, as witneſs my hand," *John Haugh.*

29th March 17—. By an agreement between Mr. *Haugh* and Mr. *Harriſon* the ground let by Mr. *Haugh* to Mr. *Harriſon* was more properly aſcertained and the dimenſions of the houſe to be built thereon.

Mr. *Harriſon* knew the term the Company had then agreed to let Mr. *Haugh*, though the leaſe was not then executed, and entered upon the ſaid premiſſes, and laid out between four and five hundred pounds in building an alehouſe thereon.

Mr. *Haugh* having himſelf laid out between four and five hundred pounds in building ſtables

ſtables on the ſaid premiſſes afterwards applied to the Company for a further term of ten years to be added to his leaſe; and accordingly

By an order of a Court of Aſſiſtants of the Company of that date taking notice that Mr. *Haugh* had laid out near one thouſand pounds in erecting buildings on ſaid premiſſes, it was ordered that Mr. *Haugh* ſhould have ten years added to his leaſe which was to commence from *Chriſtmas* then next for thirty years inſtead of twenty-one years from *Chriſtmas* then laſt, and be excepted from fire on aſſigning the policies of inſurance thereon, and agreeing that what buildings he might thereafter erect on the ſaid premiſſes ſhould be inſured by and for the only benefit of the Company. 18th Auguſt 17—.

A leaſe was accordingly granted by the Company to Mr. *Haugh* of the ſaid premiſſes for thirty years commencing from *Chriſtmas* 17—, wherein it being particularly provided that no demiſe or aſſignment of the premiſſes or any part thereof, ſhould be made without the licence and conſent of the Company, Mr. *Haugh* on the 17th of *Auguſt* 17— obtained their conſent for granting a leaſe to Mr. *Harriſon* of the *White Swan* alehouſe for the remainder of his term therein, or any ſhorter time. 13th October 17—.

Mr. *Harriſon* now thinks he is intitled to have a leaſe for the whole term of thirty-one

- years,

years, and not for the twenty-one only, by virtue of the following words in his agreement with Mr. *Haugh*, *viz. for the term of years as Mr. John Haugh's leaſe from the Worſhipful Company of Apothecaries ſhall determine*, eſpecially as the inducement for the Company's granting the additional term was the money laid out in building on the ſaid premiſſes, half of which was expended by Mr. *Harriſon*, who without any conſideration aſſigned to the Company the policy of inſurance from fire on the houſe he had built.

But Mr. *Haugh* on the contrary inſiſts that as he was himſelf only intitled to a twenty-one years leaſe of the premiſſes at the time of his entering into the above agreement with Mr. *Harriſon*, Mr. *Harriſon* cannot in juſtice demand any longer term, and that nothing could have created the doubt, but the inaccurate manner in which the agreement is penned, and therefore refuſes to grant a longer term.

Qu. Whether under the circumſtances of this caſe, Mr. *Harriſon* can by any and what means compel Mr. *Haugh* to grant him any further or other term of the ſaid premiſſes than for twenty-one years from *Chriſtmas* 17— according to the

the original leaſe intended to have been granted Mr. *Haugh* by the Company?

It does not appear to me, whether the leaſe from the Apothecaries Company originally agreed for, was a building leaſe or not. It ſeems to have been a very obſcure and inſufficient agreement that was made between Mr. *Haugh* and Mr. *Harriſon*, but if Mr. *Harriſon* was fully appriſed of the nature and duration of the Company's leaſe to Mr. *Haugh* when he agreed for his under-leaſe, then, unleſs Mr. *Harriſon* agreed to have the advantage of any further leaſe that Mr. *Haugh* ſhould obtain, he could not intitle himſelf to a further leaſe in equity from Mr. *Haugh*; and though the agreement is obſcurely and inaccurately expreſſed with regard to the duration of Mr. *Harriſon*'s derivative leaſe, for 'tis ſaid to be for the term of years as Mr. *John Haugh*'s leaſe from the Company ſhall determine, which ſeems to me to be nonſenſe, but all that could be meant thereby, ſeems to be no more than this; that Mr. *Harriſon*'s leaſe ſhould determine, at the ſame time, that the leaſe to Mr. *Haugh* ſhould determine, which muſt mean the leaſe then in being, for no other leaſe was then in contemplation, but the firſt leaſe for twenty-one years; the order of the 18th of *Auguſt* 17—, ſhews that the Company then had agreed for a leaſe for twenty-one years, and

and that they then ordered that he ſhould have ten years added to his leaſe, ſo as to make it a leaſe for thirty years from *Chriſtmas* next, inſtead of twenty-one years. And if Mr. *Harriſon* had any notion of any further leaſe, or longer term being granted to Mr. *Haugh*, than for the twenty-one years, he ſhould have made an agreement that his leaſe ſhould have had the benefit of ſuch augmentation in the derivative leaſe to him; but as this is not done, I think that Mr. *Harriſon* can't compel Mr. *Haugh* to grant him any other leaſe than a derivative leaſe out of the leaſe which he was entitled to when the agreement was made, though I think it hard in Mr. *Haugh* to take advantage of the buildings erected by Mr. *Harriſon*, and to make them a ground of merit, together with the ſtables built by himſelf, for an encreaſe of his term, and yet to refuſe to grant Mr. *Harriſon* an augmented term, which he would probably have agreed to do if Mr. *Harriſon* had then thought of ſuch longer term being granted, and had required the ſame.

R. WILBRAHAM.

The ſame Caſe.

ON 6th *December* 17—, Mr. *John Haugh*, coal-merchant, agreed with the Company of Apothecaries for a piece of ground and wharf, at

at *Black-friars Stairs, London*, for a term of twenty-one years, commencing from *Chriſtmas* 17—, at a certain rent, which agreement or a memorandum of the ſame is entered in a book kept by the Company for that purpoſe, and the ſaid *John Haugh* entered upon the premiſſes accordingly.

On 14th *March* 17—, Mr. *John Harriſon entered into an agreement with Mr. Haugh for a leaſe of part of the above premiſſes, as aftermentioned, and is here verbatim ſet forth.*

" *March* 14th 17—. Agreed this day between " Mr. *John Haugh* and Mr. *John Harriſon*, that " he the ſaid *John Haugh* agreeth to let on " leaſe to the ſaid *John Harriſon* for the term of " years as *John Haugh*'s leaſe from the Wor- " ſhipful Company of Apothecaries ſhall de- " termine, a ſpot of ground forty feet ſquare, " conſiſting of one thouſand ſix hundred feet " ſuperficial, at four pence halfpenny *per* foot, " which is to ſay is at the yearly rent of thirty " pounds *per annum*, free and clear of all de- " ductions whatſoever, and to commence rent " from *Lady-day* next, from the date of this " agreement."

Agreed *March* 19th 17—, for Mr. *Harriſon*'s building and ground, the dimenſions to be forty-one feet in front of *Water-lane*, and thirty-eight feet four inches deep from *Water-lane*, to *Howell*'s timber yard from out to out.

At

At the time of entering into this laſt agreement with Mr. *Harriſon*, (at which were only preſent Mr. *Haugh*, his carpenter and Mr. *Harriſon*) no *leaſe had been executed to Mr.* Haugh *by the Company*, in conſequence of their agreement of 6th *December* 17—, but it was well known, at the ſame time that the Company had agreed in manner above, to grant unto Mr. *Haugh* a term of twenty-one years, commencing as aforeſaid.

Harriſon entered accordingly, and has built an alehouſe upon part of the ground which might coſt him between three and four hundred pounds.

Mr. *Haugh* having laid out a large ſum in building upon the premiſſes, afterwards applies to the Company for a further term of ten years to be allowed him in conſideration thereof, and accordingly by an agreement dated 18th *Auguſt* 17—, entered in the ſaid Company's book, taking notice that in conſideration of Mr. *Haugh*'s laying out near one thouſand pounds in erecting buildings on the premiſſes in queſtion, and that he would aſſign the policies of inſurance from fire, that thirty-one years ſhould be granted him, to commence from *Chriſtmas* 17—, and the buildings to be erected ſhould be left on the premiſſes and inſured by the Company.

A leaſe was granted accordingly to Mr. *Haugh* by the Company for a term of thirty-one years, commencing from *Chriſtmas* 17—.

It being particularly provided in this leaſe, that no demiſe or aſſignment of the premiſſes, or any part thereof, was to be made to any perſon or perſons without the conſent and licence of the Company firſt had: Mr. *Haugh* on the 7th *Auguſt* 17—, obtains leave (likewiſe entered in the Company's book) for granting a leaſe to *Harriſon* for the remainder of his term therein, or any ſhorter term.

Mr. *Harriſon* now inſiſts that he is intitled to have, and claims by virtue of his agreement above, a leaſe for the whole term of thirty-one years, and not for the twenty-one years only.

At the time of Mr. *Harriſon*'s agreement, pleaſe to obſerve, that Mr. *Haugh* was intitled himſelf only to twenty-one years leaſe, and nothing, it is apprehended, could have given birth to a demand of this ſort, or even created a doubt; but the looſe inaccurate manner in which the agreement is penned, *viz.* "*for the term of years as* John Haugh's *leaſe from the Worſhipful Company of Apothecaries ſhall determine.*" But when it comes to be conſidered that at that time Mr. *Haugh*, by virtue of his agreement with the Company, had a certain abſolute term only for twenty-one years, and no more, it is apprehended Mr. *Harriſon* cannot, with any colour of juſtice, claim or be intitled to a longer term. Mr. *Haugh* inſiſts he was to have a fine excluſive of the rent, but as nothing of that ſort is mentioned in the agreement, he, it

is apprehended, however the fact may be, cannot be intitled to it.

Qu. Whether under the circumſtances of this caſe Mr. *Haugh* is compellable to grant unto Mr. *Harriſon* any further or other term than that of twenty-one years, commencing from *Chriſtmas* 17—, according to the original leaſe intended to have been granted Mr. *Haugh* by the Company, and if Mr. *Haugh* can demand any fine in reſpect of the ſame upon parol proof of that fact?

Ans. I apprehend that Mr. *Haugh*, under the circumſtances of this caſe, will not be obliged to grant unto Mr. *Harriſon* a further leaſe of the premiſſes agreed to be demiſed to him than for twenty-one years from *Chriſtmas* 17—, and that Mr. *Haugh* hath no right to demand any fine or forfeit of Mr. *Harriſon*, nor will be allowed to make parol proof thereof.

F. Capper.

Mortgages.

A Mortgage of Leaſehold Premiſſes, together with a Bond entered into by the Leſſor for ſecuring to the Mortgagor the Poſſeſſion. No. I.

THIS INDENTURE made the 6th day of *November*, in the ſeventeenth year, *&c.* 17—, between *William Phills* of, *&c.* gentleman, of the one part, and *John Shield* of, *&c.* of the other part; *Whereas* by indenture of leaſe, tripartite, bearing date the 1ſt day of *January* 17—, and made, or expreſſed to be made, between *Sarah Cony* of the pariſh of *Saint John the Evangeliſt*, in the Liberty of *Weſtminſter*, and in the ſaid county of *Middleſex*, widow, and executrix of the laſt will and teſtament of *Henry Cony*, her late huſband, deceaſed, of the firſt part; *Mary Cony* and *Elizabeth Cony*, both of the pariſh aforeſaid, children of the ſaid *Henry Cony*, deceaſed, of the ſecond part; and the ſaid *William Phills*, by his then name and deſcription of *William Phills*, late of —— *Street*, *Lieceſter Fields*, but then of ——, in the ſaid county of *Middleſex*, woollen-draper, of the third part; *Reciting*, that the ſaid *Henry Cony*, deceaſed, by his laſt will and teſtament, amongſt other things, did give and bequeath all thoſe meſſuages or tenements and premiſſes, therein

The aſſignment to Mr. Shield is of courſe to be regiſtered.

A leaſe recited.

This leaſe ſhould be regiſtered, but the leaſes from the crown need not.

J. H.

This ſhould be regiſtered, in regard that a thoſe in action was in the power of the huſband, and ſome act may have been done by him to enable him to deviſe.

J. H.

therein demiſed, unto his ſon *Robert Cony*, ſince deceaſed, and *Samuel Scho*, of *Tufton Street*, *Weſtminſter*, gentleman, and the ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, *Upon truſt* to permit and ſuffer his ſaid wife, the ſaid *Sarah Cony*, and her aſſigns, to have, take, and receive the rents and profits thereof, for her own uſe, for and during her natural life; and from and after her deceaſe, then in truſt for his daughter *Sarah Cony* at her age of twenty-one years, and did direct that the rents and profits thereof ſhould, in the mean time, be paid and applied for her maintenance and education: but if his ſaid daughter *Sarah Cony* ſhould happen to die befor her attaining the age of twenty-one years, or afterwards, unmarried, (the ſaid *Sarah Cony*, her mother being then alſo dead) then he gave and bequeathed the ſaid premiſſes therein deſcribed unto and between the ſaid *Robert Cony*, *Mary Cony*, and *Elizabeth Cony*, equally to be divided between them, or the ſurvivors or ſurvivor of them, ſhare and ſhare alike: IT IS WITNESSED, that for and in conſideration of divers large ſums of money laid out and expended, together with what muſt neceſſarily be laid out and expended in re-building, repairing and upholding the premiſſes therein mentioned, and intended to be thereby demiſed; *And alſo* in conſideration of the rent and covenants therein contained on the part of the ſaid *William Phills*, his

his executors, adminiſtrators, and aſſigns, to be done and performed, the ſaid *Sarah Cony* by and with the conſent of the ſaid *Mary Cony* and *Elizabeth Cony* (teſtified as therein mentioned) did demiſe, leaſe, ſet, and to farm let unto the ſaid *William Phills*, his executors, adminiſtrators, and aſſigns, all that piece or parcel of ground ſituate, lying and being in the pariſh of *Saint James, Weſtminſter*, in the ſaid county of *Middleſex*, ſituate on the North ſide of, and fronting towards the South on *Piccadilly*, and towards the North on *Caſtle Street*, towards the Weſt, on ground and premiſſes in the tenure or occupation of Mr. *Clark* and *John Simple*; and towards the Eaſt on Mr. *Towers*, printer, and *Thomas Pickering*, wheelwright; which ſaid piece or parcel of ground thereby demiſed doth contain on the South front thereof towards *Piccadilly* aforeſaid, twenty-one feet of aſſiſe, little more or leſs, then running from the South towards the North; on the Eaſt ſide thereof thirty-five feet three inches of aſſiſe, or thereabouts; and from thence from Weſt to Eaſt fifteen feet nine inches of aſſiſe, little more or leſs; then running due North towards *Caſtle Street* aforeſaid, ſixty-ſeven feet nine inches of aſſiſe, little more or leſs; then running from Eaſt to Weſt, fronting *Caſtle Street* aforeſaid, thirty-eight feet ſeven inches of aſſiſe, little more or leſs; and on the Weſt ſide of the ſaid piece of ground, in a right line from *Caſtle*

Street to *Piccadilly* one hundred and three feet of aſſiſe, little more or leſs, as the ſaid piece or parcel of ground is more particularly delineated and deſcribed in the plan or ground-plot thereof, drawn in the margin of the ſaid indenture: *And alſo* all thoſe three meſſuages or tenements, lofts, warehouſes, and other the premiſſes erected, ſtanding and being, or thereafter to be erected and built upon the ſaid piece or parcel of ground thereby demiſed, or any part thereof, two of which ſaid meſſuages, with the lofts, warehouſes, and other the appurtenances thereto belonging, late were in the poſſeſſion of *Joſeph Spriggs*, corn-chandler, under a leaſe thereof for twenty-one years, nine years and a quarter of which were expired at *Midſummer* then laſt, and the other of which ſaid meſſuages and premiſſes were then late in the poſſeſſion of *Elias Shadow*, carver; And all ways, paths, paſſages, lights, eaſements, waters, water-courſes, profits, commodities, and appurtenances whatſoever, to the ſaid meſſuages or tenements, warehouſes and premiſſes thereby demiſed, belonging or in any wiſe appertaining, *To hold* the ſame unto the ſaid *William Phills*, his executors, adminiſtrators, and aſſigns, in manner therein and hereinafter mentioned, (that is to ſay) the ſaid two meſſuages and other the premiſſes then lately in the poſſeſſion of the ſaid *Joſeph Spriggs* with their appurtenances, from the then feaſt

of

of Saint *Michael* the archangel, which was in the year of our Lord 17—, for the full end and term of nineteen years from thence next enſuing, and fully to be compleat and ended. And the ſaid other meſſuages and premiſſes then lately in the poſſeſſion of the ſaid *Elias Shaddow* as aforeſaid, from the nativity of Saint *John* the *Baptiſt*, then next before the date of the ſaid indenture of leaſe, for and during and unto the full term of twenty-eight years and a quarter, from thence next enſuing, and fully to be compleat and ended, paying therefore for ſuch part of the ſaid premiſſes as was then lately in the poſſeſſion of the ſaid *Elias Shaddow* the yearly rent or ſum of thirteen pounds during the firſt nine years, and ſo in proportion for the quarter of a year of the ſaid term to commence from *Midſummer* then laſt unto the ſaid *Sarah Cony*, her executors, adminiſtrators, or aſſigns; and for thoſe premiſſes ſo lately in the poſſeſſion of the ſaid *Elias Shaddow*; and alſo all other the premiſſes ſo lately in the poſſeſſion of the ſaid *Joſeph Spriggs* from and immediately after the end or expiration of the ſaid nine years and one quarter of a year, the yearly rent of ſeventy-ſeven pounds for the whole of the ſaid premiſſes thereby demiſed, payable reſpectively, as therein mentioned; and alſo reciting that the ſaid *Sarah Cony* had come to a further agreement, with the ſaid *William Phills*, that ſhe the ſaid *Sarah*

"In the covenant to repair, uphold, &c. by Mr. Phills, he is in this deed excepted from caſualties by fire." *Admitting it is ſo, yet this exception is no ſecurity to the mortgagee; it only exempts the leſſee from damages and from rebuilding, if the premiſſes are burnt down.* J. H.

Cony ſhould and would uſe her beſt endeavours to obtain a freſh grant or leaſe of the ſaid ground and premiſſes herein before mentioned to commence at the expiration of the ſaid herein laſt recited demiſe, and that in caſe of ſuch renewal, the ſaid *Sarah Cony* ſhould and would grant an under-leaſe of the ſaid premiſſes, for the term or time ſhe ſhould ſo obtain, ſuch renewal to the ſaid *William Phills* in conſideration of the ſaid *William Phills'* paying the ſaid *Sarah Cony* an additional yearly rent or ſum of five pounds for every hundred pounds conſideration money that ſhe ſhould pay for ſuch longer term. It is therein further witneſſed, that the ſaid *Sarah Cony* in purſuance of the ſaid agreement, did thereby for herſelf, her executors, adminiſtrators, and aſſigns, and for every of them, and for all and every other perſon and perſons whatſoever claiming or to claim the ſaid premiſſes, covenant, promiſe, and agree, to and with the ſaid *William Phills*, his executors, adminiſtrators, and aſſigns, that in caſe the ſaid *Sarah Cony*, her executors, adminiſtrators, or aſſigns, ſhould obtain ſuch renewal of the ſaid ground and premiſſes, that ſhe the ſaid *Sarah Cony*, her executors, adminiſtrators, or aſſigns, would as ſoon as conveniently might be after ſuch renewal, grant an under-leaſe of the ſame premiſſes to the ſaid *William Phills*, his executors, adminiſtrators, or aſſigns, for ſuch longer

term

term as ſhe ſhould ſo acquire, to commence at the expiration of the ſaid demiſe, at the additional yearly rent of five pounds for every hundred pounds conſideration money that ſhould be paid as a fine for ſuch freſh grant or renewal; and alſo that the ſaid *Sarah Cony*, her executors, adminiſtrators, and aſſigns, ſhould from time to time, and at all times thereafter during the ſaid term thereby demiſed, and all and every other perſon and perſons whomſoever claiming or to claim by or through her or their privity or procurement ſhould from time to time during ſuch new leaſe (if any ſhould happen to be) at the proper coſts of the ſaid *William Phills*, his executors, adminiſtrators, or aſſigns, make all and every ſuch further and other conveyances and aſſurances of the ſame premiſſes to the ſaid *William Phills*, as the counſel of the ſaid *William Phills* ſhould adviſe. And it was further declared, that in as much as the ſaid *Sarah Cony* the daughter, who was next in reverſion intitled to the ſaid rents and profits of the ſaid premiſſes, was then under the age of twenty-one years, the ſaid *Sarah Cony* did thereby for herſelf, her heirs, executors, and adminiſtrators, covenant and agree with the ſaid *William Phills*, his executors, adminiſtrators, and aſſigns, that ſhe the ſaid *Sarah Cony* the daughter, on her attaining the age of twenty-one years; and alſo any huſband, in caſe ſhe might happen to marry, ſhould and would by ſome effectual

effectual deed or inſtrument in writing, ratify, allow, and confirm the ſaid indenture of leaſe, and every thing therein contained. *And whereas* by one other indenture of leaſe, bearing date on or about the 13th day of *February* 17—, and made or expreſſed to be made between *James Meredith* then of *Abington Buildings*, Saint *John* the Evangeliſt, *Weſtminſter*, in the ſaid county of *Middleſex*, ——— and *Samuel Hope* of *Aldgate*, *London*, haberdaſher, executors of the laſt will and teſtament *of the ſaid Sarah Cony*, *widow*, and the niece, deviſee and executrix named in the laſt will and teſtament of *William Gall* late of the ſame pariſh gentleman, deceaſed, of the one part; and the ſaid *William Phills* by his then name and deſcription of *William Phills* of *Picadilly*, in the pariſh of *Saint James*, *Weſtminſter*, in the ſaid county of *Middleſex* ——— of the other part reciting the ſaid indenture of leaſe. And alſo reciting that ſince the making the ſaid laſt indenture, it was diſcovered by the ſaid *William Phills* that the ſaid premiſſes were by letters patent of his late majeſty king *George* the Second under the ſeal of his court of Exchequer, bearing date on or about the 3d day of *March* in the nineteenth year of his ſaid reign demiſed to *William Gall* therein named for a term of twenty-nine years, and one half of a year, commencing from the feaſt of the Bleſſed Virgin *Mary* which was in the year 17—,

Another leaſe recited.

and

and that the ſaid *William Gall* duly made his laſt will and teſtament, bearing date on or about the 21ſt day of *June* 17—, and thereby gave the ſaid demiſed premiſſes by ſuch deſcriptions as are therein mentioned to the ſaid *Sarah Cony* his niece, and the wife of the ſaid *Henry Cony* or by ſuch name and addition as is therein alſo mentioned, and *charged with certain ſums therein alſo mentioned*, and appointed the ſaid *Sarah Cony* to be executrix thereof who afterwards duly proved the ſame, and that the ſaid *Sarah Cony* not having aſſigned or conveyed her intereſt in the ſaid premiſſes to or in favour of the ſaid *Henry Cony* her ſaid late huſband deceaſed, the ſame did not paſs by his ſaid will. And further reciting, that ſince the making the laſt mentioned indenture, his then and now preſent Majeſty, by his letters patent under the ſeal of his court of Exchequer, bearing date the 30th day of *October* 17—, in conſideration of a fine of twenty pounds paid by the ſaid *Sarah Cony* widow, to the uſe of his Majeſty into the receipt of his Exchequer, and alſo in conſideration of the yearly rent, covenants, and conditions therein contained on the part of the ſaid *Sarah Cony* to be paid and performed, did demiſe to the ſaid *Sarah Cony* the premiſſes compriſed in the ſaid firſt in part abſtracted indenture, by the deſcription of all that meſſuage or tenement or inn, known by the ſign and name of the ——

This will to be regiſtered.

with

with ſeveral ſtables and other buildings thereto belonging, ſituate in or near a place called the *Round Rundles*, alias *Dog Yard*, then late in the pariſh of *Saint Martin* in the Fields in the ſaid county of *Middleſex*, and then in the new pariſh of *Saint James* within the liberty of *Weſtminſter*, on the North ſide of *Piccadilly*, between the ſaid ſtreet South, and a ſtreet called *Caſtle-Street*, North; which ſaid meſſuage or tenement or inn, was then or then lately divided into two meſſuages or tenements, and a coachmaker's ſhed, and contained in front towards *Piccadilly* aforeſaid, thirty-five feet ſix inches or thereabouts, and in length from North to South one hundred and three feet or thereabouts, then late in the tenure or poſſeſſion of *John Vaughan*, *John Heather*, and *Rice Hipwell*, with the appurtenances to the ſame in any wiſe belonging, and which ſaid meſſuages, tenements, and premiſſes are therein mentioned, to be ſituate, ſtanding, and being upon or within a certain triangular piece of ground, whereon or upon the greateſt part whereof ſeveral buildings were then erected, being parcel of his ſaid preſent Majeſty's bailiwick, manor or manors of *Saint Martin* in the Fields in the ſaid county of *Middleſex*, and formerly purchaſed of the abbot of *Weſtminſter*, and other perſons, and are therein mentioned likewiſe to have been by the ſaid letters patent of the 3d day of *March* in the ſaid nineteenth year

of

of his ſaid late Majeſty's reign, demiſed to the ſaid *William Gall* as aforeſaid. To hold to the ſaid *Sarah Cony* the widow, her executors, adminiſtrators, and aſſigns, for a term of twenty-two years to commence from the 10th of *October* 17—, but ſubject to the uſes mentioned in the laſt will of the ſaid *William Gall*, dated the 21ſt day of *June* 17—, under the yearly rent of five pounds payable at and unto the receipt of his Majeſty's Exchequer at *Weſtminſter*, or into the hands of his bailiff or receiver general for the time being of his ſaid county of *Middleſex*, at or upon the 5th day of *April* and the 10th day of *October* yearly, next after the term thereby granted. And further reciting, that ſince the making the ſaid letters patent the ſaid *Sarah Cony* therein named, departed this life without having made a freſh leaſe of the ſaid premiſſes to the ſaid *William Phills* in purſuance of her ſaid covenant or agreement in that behalf, but before her death duly made and publiſhed her laſt will and teſtament in writing, and thereof appointed the ſaid *James Meredith* and *Samuel Hope*, executors, who upon or ſhortly after her deceaſe duly proved the ſame in the proper eccleſiaſtical court. It is witneſſed, that in conſideration of the premiſſes and in purſuance and performance of the ſaid covenants and agreement contained in the ſaid above in part recited indenture by or on the part of the ſaid

Sarah

Sarah Cony to be done and performed, and alſo in conſideration of the rent, covenants, and agreements therein contained, on the part of the ſaid *William Phills*, his executors, adminiſtrators, and aſſigns, to be paid and performed, they the ſaid *James Meredith* and *Samuel Hope*, did demiſe, ſet, and to farm let, to the ſaid *William Phills*, his executors, adminiſtrators, and aſſigns, all and every the premiſſes mentioned or comprized in the ſaid above in part recited Indenture, and alſo in the ſaid above in part recited letters patent of the 30th day of *October* 17—, reſpectively, or either of them, and all the erections and buildings which have at any time ſince the making of the laſt mentioned indenture, been erected or built, or which ſhould or might during the terms, or either of them, be erected or built thereon, together with all ways, lights, paſſages, eaſements, waters, watercourſes, profits, commodities, and appurtenances whatſoever, to the ſaid premiſſes thereby demiſed, or any of them belonging, or in anywiſe appertaining, or accepted, reputed, taken, or known as part, parcel, or member thereof, or as belonging thereto; To hold to the ſaid *William Phills*, his executors, adminiſtrators, and aſſigns, from the 10th day of *October* 17—, for the term of twenty-two years from thence next enſuing, and fully to be compleat and ended, at and under the yearly rent of ſeventy-eight pounds, payable half yearly after the commencement of the term thereby demiſed:

demiſed: and the ſaid *James Meredith* and *Samuel Hope*, their heirs, executors, adminiſtrators, and aſſigns, did therein covenant with the ſaid *William Phills*, his executors, adminiſtrators, and aſſigns, that they, or ſome or one of them, ſhould from time to time, and at all times, and not only during the reſidue of the term therein mentioned to be firſt granted to the ſaid *William Phills*, but alſo during the term thereby granted, well and ſufficiently ſave, keep harmleſs, and indemnified the ſaid *William Phills*, his executors, adminiſtrators, or aſſigns, from and againſt all the debts, legacies, and other incumbrances of the ſaid *William Gall*, *Henry Cony*, and *Sarah Cony*, reſpectively, and all ſum and ſums of money charged on the ſaid demiſed premiſſes by the wills of the ſaid *William Gall* and *Henry Cony*, or either of them, and from and againſt all actions and ſuits, coſts and charges, damages and expences whatſoever, by reaſon or on account of the premiſſes, or otherwiſe relating thereto, as in and by the ſaid ſeveral indentures and wills, relation being thereunto reſpectively had, may more fully and at large appear. *And whereas* the ſaid *William Phills* having occaſion to borrow the ſum of one thouſand pounds, hath applied to the ſaid *John Shield* to lend and advance him the ſame, which he hath agreed to, upon having ſuch ſecurity made to him as is hereafter mentioned: *Now this indenture witneſſeth*, that for

The leſſee wants to borrow money upon the recited leaſes.

The conſideration.

for and in conſideration of the ſaid ſum of one thouſand pounds of lawful money of *Great Britain* to him the ſaid *William Phills* in hand, well and truly paid by the ſaid *John Shield* at and immediately before the ſealing and delivery of theſe preſents, the receipt whereof he the ſaid *William Phills* doth hereby acknowledge, and of and from the ſame, and every part thereof, doth acquit, releaſe, and diſcharge the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns, and every of them for ever, by theſe preſents, he the ſaid *William Phills* hath granted, bargained, ſold, aſſigned, tranſferred, and ſet over, and by theſe preſents doth grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns, all and every the premiſſes mentioned or compriſed in the ſaid above in part recited indenture of leaſe; and alſo in the ſaid above recited letters patent of the 20th day of *October* 17—, reſpectively, or any or either of them, and alſo all and every the erections and buildings which have at any time ſince the making of the ſaid laſt mentioned indenture been erected or built, and which may, during the terms aforeſaid, or either of them, be erected or built thereon, and all and ſingular other the premiſſes therein comprized, with their and every of their appurtenances, and all the eſtate, right, title, intereſt, benefit of renewal, terms of years, and time to come, uſe, truſt, poſſeſſion,

The aſſignment.

ſion, property, profit, claim, and demand whatſoever, both at law and in equity of him the ſaid *William Phills*, of, in, and to the ſame premiſſes, every or any part or parcel thereof, together with the ſaid recited indentures of leaſe, To have and to hold the ſaid meſſuages or tenements, piece or parcel of ground, and all and ſingular other the premiſſes hereby aſſigned or mentioned or intended ſo to be, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns, from henceforth, for and during all the reſidue and remainder of the ſaid ſeveral and reſpective terms of years, and for and during all ſuch other term and terms for years, eſtate and intereſt, as he the ſaid *William Phills* hath therein now to come and unexpired, *ſubject nevertheleſs* to the proviſo for redemption of the ſaid premiſſes hereinafter contained, (that is to ſay); PROVIDED always nevertheleſs, and theſe preſents are upon this condition, that if the ſaid *William Phills*, his executors, adminiſtrators, or aſſigns, or any of them, do, and ſhall, well and truly pay, or cauſe to be paid, unto the ſaid *John Shield*, his executors, adminiſtrators, or aſſigns, at or in the common dining hall of *Lincoln's Inn*, in the ſaid county of *Middleſex*, the full and juſt ſum of one thouſand pounds of good and lawful money of *Great Britain*, together with intereſt for the ſame, after the rate

Subject to a proviſo of redemption.

The place of payment ſhould be certain, and Mr Shield may charge his place of reſidence.

of five pounds *per cent. per ann.* on the 4th day of *May*, now next enſuing the day of the date hereof, without any deduction, defalcation, or abatement whatſoever, for or in reſpect of any taxes, charges, aſſeſſments, or other impoſitions whatſoever, which now or at any time or times hereafter, ſhall or may be taxed, charged, aſſeſſed or impoſed, either upon the ſaid principal ſum of one thouſand pounds, or the intereſt thereof, or upon the ſaid *John Shield*, his executors, adminiſtrators, or aſſigns, or any of them, for or in reſpect thereof, by authority of parliament, or otherwiſe howſoever, that then and from thenceforth theſe preſents, and every covenant, clauſe, article, and thing herein contained, ſhall ceaſe, determine, and be utterly void, to all intents and purpoſes whatſoever, theſe preſents, or any thing herein contained to the contrary thereof, in any wiſe notwithſtanding. And the ſaid *William Phills* for himſelf, his heirs, executors, adminiſtrators, and aſſigns, doth covenant, promiſe, and agree to and with the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns, by theſe preſents in manner following (that is to ſay); That he the ſaid *William Phills*, his executors, adminiſtrators, or aſſigns, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *John Shield*, his executors, adminiſtrators, or aſſigns, or ſome of them, the ſaid ſum of one thouſand pounds, of lawful money of *Great Britain*, together with the intereſt for the ſame after

Covenant from the mortgagor that he will pay the money according to the proviſo.

after the rate aforeſaid, on the day and time, and in manner and form in the ſaid proviſo hereinbefore, for that purpoſe appointed, for payment thereof, according to the true intent and meaning of theſe preſents: *And alſo* that the ſaid two ſeveral recited indentures of leaſe hereby aſſigned, now at the time of the enſealing and delivery of theſe preſents are good and ſufficient leaſes valid and effectual in the law, and are, and ſtand in full force and effect, and are not any ways forfeited, ſurrendered, or become void or voidable, or any way impeached, charged, or incumbered, in title, charge, term, eſtate, or otherwiſe howſoever; *And* that the ſaid *William Phills* now hath, in himſelf, good right, full power, and lawful and abſolute authority to bargain, ſell, and aſſign the ſaid meſſuages or tenements, piece or parcel of ground, and premiſſes, with the appurtenances, unto the ſaid *John Shield*, his executors, adminiſtrators, or aſſigns, in manner aforeſaid, according to the true intent and meaning of theſe preſents; *And* that in caſe default ſhall happen to be made, of or in payment of the ſaid ſum of one thouſand pounds, and intereſt as aforeſaid, or any part thereof, contrary to the proviſo or condition hereinbefore, for that purpoſe, mentioned, that then, and from thenceforth, it ſhall and may be lawful to and for the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns, peaceably and quietly to enter into,

that the leaſes are valid,

that the mortgagor hath right to aſſign;

and that the mortgagee in default of payment, may enter

have, hold, uſe, occupy, poſſeſs, and enjoy, all and ſingular the ſaid premiſſes hereby aſſigned, and the rents, iſſues, and profits, to have, receive, and take to his and their own proper uſe and benefit, for and during the reſt, reſidue, and remainder of the ſaid ſeveral terms of years which ſhall be therein then to come and unexpired, without the lawful let, ſuit, trouble, eviction, moleſtation, interruption, claim, or demand whatſoever, of, from, or by him the ſaid *William Phills*, his executors, adminiſtrators, or aſſigns, or of, from, or by any other perſon or perſons whomſoever, and that free and clear, and freely and clearly, and abſolutely acquitted, freed and diſcharged, or otherwiſe well and ſufficiently, ſaved, indemnified, and kept harmleſs of from and againſt all and all manner of former and other gifts, grants, bargains, ſales, aſſignments, mortgages, forfeitures, rents, arrears of rent, ſtatutes, judgments, executions, extents, titles, defects in title, troubles, charges, and incumbrances whatſoever, at any time heretofore had, made, committed, done, acknowledged, levied, ſuffered, executed, or obtained by or againſt the ſaid *William Phills*, or any other perſon or perſons claiming or to claim, by, from, under, or in truſt for him, or any other perſon or perſons whomſoever (except the rents and covenants contained in the ſaid indentures of leaſe, and which, on the part of the leſſee or aſſignee, are or ought to be paid, obſerved,

diſcharged of former incumbrances,

or performed from the time of the entry of, and poſſeſſion being taken by the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns); *And alſo* that until default ſhall be made in payment of this ſum of one thouſand pounds, and the intereſt thereof, and until ſuch entry of and poſſeſſion being taken by the ſaid *John Shield*, his executors, adminiſtrators, or aſſigns, as aforeſaid, he the ſaid *William Phills*, his executors, adminiſtrators, or aſſigns, ſhall pay the rents, and perform the covenants which, in and by the ſaid recited indentures of leaſe, on the part of the leſſee, are or ought to be paid, obſerved, and performed: *And further*, that in caſe default ſhall happen to be made of or in payment of the ſaid ſum of one thouſand pounds, and intereſt, or any part thereof, contrary to the true intent and meaning of theſe preſents, he the ſaid *William Phills*, his executors, adminiſtrators, and aſſigns, and all and every other perſon and perſons whomſoever, having, or lawfully claiming, any eſtate, right, title, property, or intereſt of, in, to, from, or out of the ſaid meſſuages or tenements, piece or parcel of ground and premiſſes, or any part thereof, by, from, under, or in truſt for him or them, ſhall and will at the reaſonable requeſt of the ſaid *John Shield*, his executors, adminiſtrators, or aſſigns, but at the proper coſts and charges in the law of the ſaid *William Phills*, his executors, adminiſtrators, or aſſigns, at any

except the rents and covenants which the mortgagor covenants to pay and perform.

Covenant for further aſſurances,

time or times after ſuch default ſhall be made as aforeſaid, make, do, and execute, or cauſe and procure to be made, done, and executed, all and every ſuch further and other lawful and reaſonable act and acts, deed and deeds, conveyances and aſſurances in the law whatſoever, for the further, better, more perfect and abſolute aſſuring, aſſigning, and conveying the ſaid meſſuages or tenements, piece or parcel of ground and premiſſes hereby aſſigned unto the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns, for all the reſt, reſidue, and remainder of the ſaid ſeveral terms of years then to come and unexpired, freed and diſcharged of and from all right, power and equity of redemption whatſoever, as by the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed or adviſed and required; And the ſaid *John Shield* for himſelf, his executors, adminiſtrators, and aſſigns, doth covenant, promiſe, and agree to and with the ſaid *William Phills*, his executors, adminiſtrators, and aſſigns, by theſe preſents, that until default ſhall be made of, or in payment of the ſaid ſum of one thouſand pounds, and intereſt, or any part thereof contrary to the true intent and meaning of the aforeſaid proviſo, or condition, it ſhall and may be lawful to and for the ſaid *William Phills*, his executors, adminiſtrators, and aſſigns, to have, hold, uſe, occupy, poſſeſs, and enjoy,

The mortgagor, till default of payment, may enjoy

enjoy, the ſaid meſſuages or tenements, piece or parcel of ground, and premiſſes hereby aſſigned, and the rents, iſſues, and profits thereof to have, receive, and take to his and their own proper uſe and benefit, without the lawful let, ſuit, trouble, eviction, ejection, or other hindrance or moleſtation whatſoever of or by him the ſaid *John Shield*, his executors, adminiſtrators, or aſſigns, or any of them, and that without yielding or rendering to him or them any account of or concerning the ſame. AND THIS INDENTURE FURTHER WITNESSETH, that for the conſideration aforeſaid, and for the further ſecuring the ſaid ſum of one thouſand pounds and intereſt, the ſaid *William Phills* hath aſſigned, transferred, and ſet over, and by theſe preſents doth aſſign, transfer, and ſet over unto the ſaid *John Shield*, his executors, adminiſtrators and aſſigns, one policy of inſurance bearing date the —— day of —— which was in the year of our Lord 17— granted by the office commonly called the —— office, No. —— whereby the ſaid meſſuages or tenements and buildings hereby aſſigned are inſured from loſs by fire, and all ſum and ſums of money thereby ſecured to be paid, or to be had, received, or recovered by virtue thereof, and all the right, title, intereſt, property, claim, and demand whatſoever, of him the ſaid *William Phills* of, in, and to the ſame. *To have, hold*, take, and enjoy the ſaid policy of inſurance, and all ſum and

the aſſignment of a policy of inſurance.

Inſtead of this policy wherein Mr. Phills has only an equitable intereſt, I muſt adviſe that a new policy may be taken out in his name, for inſuring 1000 l. at the leaſt upon the premiſſes hereby aſſigned and that the date and number of ſuch new policy, may be inſerted inſtead of the old one.
J. H.

ſums of money, benefit, and advantage to be had and received by virtue thereof, unto the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns to and for his and their own uſe and benefit, ſubject nevertheleſs to the proviſo herein before contained, for redemption thereof. And whereas the ſaid *Sarah Cony* by her bond or obligation, bearing date the 1ſt day of *January*, which was in the year of our Lord 17— became bound to the ſaid *William Phills* in the penal ſum of five hundred pounds with a condition there underwritten reciting that the ſaid *Henry Cony* by his will, amongſt other things did give and bequeath unto his ſon *Robert Cony*, ſince deceaſed, and *Samuel Scho* of *Tufton-ſtreet*, *Weſtminſter*, gentleman, the premiſſes compriſed in the ſaid herein before in part recited indentures of leaſe and expreſſed to be made between the ſaid *Sarah Cony* of the firſt part; *Mary Cony* and *Elizabeth Cony* ſpinſters, two of the children of the ſaid *Robert Cony* of the ſecond part; and the ſaid *William Phills* of the third part; upon truſt to permit and ſuffer his wife the ſaid *Sarah Cony* and her aſſigns to receive the rents and profits thereof, during her life, and after her deceaſe, in truſt for his daughter *Sarah Cony* at her age of twenty-one years, and did direct that the rents and profits thereof ſhould in the mean time be applied for her maintenance and education, but if

ſubject to the proviſo of redemption.

A bond from the leſſor that a perſon when of age ſhould join in confirming the leaſe, &c. recited.

if his ſaid daughter *Sarah Cony* ſhould happen to die before her attaining her age of twenty-one years or afterwards unmarried the ſaid *Sarah Cony* her mother being then alſo dead, then he gave and bequeathed the ſaid premiſſes unto and between his ſon *Robert Cony* ſince deceaſed, and the ſaid *Mary Cony* and *Elizabeth Cony* equally to be divided between them or the ſurvivors or ſurvivor of them, ſhare and ſhare alike; and alſo reciting that the ſaid meſſuages or tenements and premiſſes were greatly out of repair, and would be attended with very conſiderable expences to the ſaid *William Phills*, to repair and keep in repair the ſame according to the condition in the ſaid leaſe, and in regard that the ſaid *Sarah Cony* the daughter, was ſtill under the age of twenty-one years (to wit) about the age of ſeventeen, and therefore on account of her infant years unable to join in ſuch leaſe, for which reaſon, the ſaid *Sarah Cony* had agreed to become bound to the ſaid *William Phills*, that ſhe the ſaid *Sarah Cony* the infant, or any huſband ſhe ſhould happen to marry, ſhould on her attaining her age of twenty-one years by ſome good and effectual deed in the law, ratify and confirm the ſaid leaſe, and every clauſe therein contained; and alſo bear harmleſs and keep indemnified the ſaid *William Phills*, his executors, adminiſtrators, and aſſigns, and every of them, relating to the premiſſes on account of the

the ſaid *Sarah Cony*; Therefore the condition of the ſaid bond was expreſſed to be, that if the ſaid *Sarah Cony* the daughter on her attaining her ſaid age of twenty-one years or any huſband ſhe ſhould happen to marry, before or after that age ſhould refuſe to join in the ratifying and effectually confirming by proper deeds in the law, the ſaid leaſe and the premiſſes thereby demiſed to the ſaid *William Phills*, his executors, adminiſtrators, or aſſigns, or if the ſaid *William Phills*, his executors, adminiſtrators, or aſſigns ſhould at any time thereafter, during the ſaid term or terms by the ſaid leaſe be moleſted or otherwiſe interrupted in the poſſeſſion of the ſaid premiſſes or any part thereof by the ſaid *Sarah Cony*, the daughter, or by any huſband the ſaid *Sarah Cony* the younger might happen to marry, that then and in caſe of breach in all or any part of the ſaid condition the ſaid obligation to be of full force and effect, otherwiſe the ſame to be void, as in and by the ſaid bond and condition there underwritten, relation being thereunto had, may appear. NOW THIS INDENTURE ALSO FURTHER WITNESSETH, that for the conſiderations aforeſaid, and for the better ſecuring the ſaid ſum of one thouſand pounds and intereſt, he the ſaid *William Phills* hath granted, bargained, ſold, aſſigned, transferred, and ſet over, and by theſe preſents doth grant, bargain, ſell, aſſign, transfer and ſet over unto the

The aſſignment of ſuch bond.

the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns, the ſaid recited bond, and all monies due, and to grow due thereon, with all powers and remedies for recovering the ſame, and all the right, title, intereſt, benefit of action, property, claim and demand whatſoever of him the ſaid *William Phills* of, in, and to the ſame reſpectively, to have, hold, receive, take, and enjoy the ſaid recited bond or obligation hereby aſſigned, or mentioned and intended ſo to be, with all powers and remedies for recovering the ſame reſpectively, unto the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns, to and for his and their own proper uſe and benefit from henceforth abſolutely for ever, in as full ample and beneficial manner, to all intents and purpoſes whatſoever as he the ſaid *William Phills* might or could have held and enjoyed the ſame, in caſe theſe preſents had not been made, ſubject nevertheleſs to ſuch equity of redemption as the premiſſes hereinbefore aſſigned are made ſubject and liable to, AND the ſaid *William Phills*, for the purpoſes aforeſaid, hath made, ordained, conſtituted, and appointed, and by theſe preſents doth make, ordain, conſtitute, and appoint the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns, his true and lawful attorney and attornies irrevocable, and by theſe preſents doth give and grant unto him and them full power and authority in his name, and in the name

Subject to the redemption herein before mentioned.

Power of attorney to the mortgagee, to ſue upon the bond.

name of his executors or adminiſtrators, but for the proper uſe and benefit of the ſaid *John Shield*, his executors, adminiſtrators, or aſſigns, to aſk, demand, ſue for, recover and receive of and from the ſaid *Sarah Cony*, her heirs, executors, or adminiſtrators or whom elſe it ſhall and may concern, all and every ſum and ſums of money due, and to grow due upon or by virtue of the ſaid recited bond or obligation aforeſaid; and on non-payment thereof or any part thereof to ſue for, uſe, take, and proſecute all and every lawful method, courſe and expedient for recovering and getting in the ſame as fully and effectually in every reſpect as he the ſaid *William Phills*, his executors, or adminiſtrators might or could do in caſe theſe preſents had not been made, and upon receipt thereof, or of any part thereof, to make and give acquittances or other effectual diſcharges for the ſame. AND the ſaid *William Phills* for himſelf, his executors and adminiſtrators doth hereby covenant, promiſe, and agree to and with the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns, that he the ſaid *William Phills* hath not at any time heretofore releaſed, vacated, or in any wiſe diſcharged the ſaid recited bond or obligation; neither will he, his executors, or adminiſtrators at any time hereafter, releaſe, or any wiſe diſcharge the ſame, or any ſuit, proceſs, judgment, execution, order, or decree to be thereupon

Covenant that the bond is in force.

thereupon brought, ſued forth, proſecuted, or obtained, but ſhall and will, make and execute all and every ſuch further lawful and reaſonable aſſurances in the law for the better aſſigning the ſaid recited bond or obligation and all monies due, and to grow due thereon reſpectively, unto the ſaid *John Shield*, his executors, adminiſtrators, and aſſigns *. In witness, &c.

I have peruſed this draft, and in caſe ſuch new inſurance is made as is mentioned in *Page* 1047. I approve of this draft on the behalf of Mr. *Shield*.

J—— H——.

* Here it was propoſed that a covenant ſhould be inſerted for making the intereſt principal, but upon the following opinion, it was omitted.

This is a very dangerous covenant, and my advice is, that it may be omitted;—courts of equity have ſaid that an order to make intereſt principal by any ſubſequent deed poll or agreement there ſhould be a ſum further lent.

J. H.

A Mortgage of a Plantation in Tobago. No. II.

THIS Indenture, made the —— day of —— in the eleventh year of the reign of our ſovereign lord *George* the Third, *&c.* 17—, between *John Gibb*, of *London*, merchant, and *Anthony Gibb*, of the iſland of *Tobago*, planter, of the one part; and *John Parſons*, of *Weſt Green*, in the county of *Southampton*,

Letters patent granting the plantation recited.

ampton, eſq; of the other part; *Whereas* his preſent majeſty king *George* the Third, did by his letters patent, bearing date the eighth day of *July*, which was in the year of our Lord 17—, give and grant unto the ſaid *John* and *Anthony Gibb*, (by the names of *John* and *Anthony Gibb*) their heirs and aſſigns, two certain plantation lots or parcels of land ſituate, lying, and being in *Courland* diviſion, on the iſland of *Tobago*, diſtinguiſhed by the denomination of the lots N° —, and ——, of the ſaid diviſion, containing two hundred and twenty acres of wood land (that is to ſay) the ſaid lot N° — one hundred acres, bounding North, partly on land next the ſea, reſerved for public uſes, being three chains in breadth from high water mark, and partly on a ſmall rivulet Eaſt on lot N° — South on lots N° — and —, and Weſt on the ſaid lot N° —— of *Courland* diviſion, and the ſaid Lot N° ——, containing one hundred and twenty acres, bounding North-weſterly on land next the ſea reſerved for public uſes, being three chains in breadth, from high water mark, Eaſt on the ſaid lot N° ——, and South partly on lots N° —— and —— of *Courland* diviſion, as by plans of the ſaid plantation lots or parcels of land thereunto annexed appears, with all edifices, trees, woods, underwoods, ways, waters, water-courſes, rents, iſſues, profits, commodities, emoluments, advantages,

vantages, eaſements, hereditaments, and appurtenances to the ſame belonging, or in anywiſe appertaining, growing, or being upon the premiſſes, or any part of them, together with all mines and minerals whatſoever, being upon the premiſſes or any part of them (mines of gold and ſilver only excepted, and thereby expreſsly reſerved, which then were or thereafter might be diſcovered upon the premiſſes thereby granted) *To hold* to the ſaid *John* and *Anthony Gibb*, their heirs and aſſigns for ever, of his ſaid majeſty, his heirs and ſucceſſors in free and common ſocage, to the only proper uſe and behoof of the ſaid *John* and *Anthony Gibb*, their heirs and aſſigns for ever; yielding and paying therefore annually to his ſaid majeſty, his heirs and ſucceſſors, by the hands of ſuch perſon or perſons as ſhould be duly appointed to receive the ſame, a quit-rent of ſix-pence ſterling, for every acre of cleared land of the ſaid plantation, the firſt payment to begin and be made at the end or expiration of one year from the date thereof, and ſo at the end and expiration of every ſucceeding year, and the like annual quit-rent of ſix-pence ſterling *per* acre, for every other acre of land as ſoon as the ſame ſhould be cleared, the firſt payment to be made within one year after, clearing every acre reſpectively, and ſo at the end of every year afterwards, and if it ſhould happen that the

ſaid

ſaid annual quit-rent ſhould be unpaid at the time on which it ought to be paid, then the ſaid *John* and *Anthony Gibb*, their heirs or aſſigns ſhould pay to his ſaid majeſty, his heirs, and ſucceſſors, the penalty of five pounds ſterling for every acre of land of the ſaid plantation, on which the quit-rent aforeſaid ſhould be due, and on which it ſhould be behind and undiſcharged; *Provided always* and it was thereby declared that the ſaid *John* and *Anthony Gibb*, ſhould hold and enjoy the ſaid plantation lots or parcel of land and premiſſes, and that the ſaid grant was ſubject to and under the following terms and expreſs conditions (that is to ſay), Upon condition that over and above ſeventy-nine pounds ſterling, being twenty *per centum* of the whole purchaſe-money then before paid to the receiver, by the ſaid *John* and *Anthony Gibb*, they the ſaid *John* and *Anthony Gibb*, their heirs or aſſigns, ſhould within one year from the date of the bill of ſale therein recited, pay unto the receiver, or ſuch other perſon or perſons who ſhould be then intitled to receive the ſame, thirty-nine pounds ten ſhillings, ſterling money, being ten *per centum*, on the ſum of three hundred and ninety-five pounds ſterling, (being the whole purchaſe money of the ſaid plantation and premiſſes) and the further ſum of thirty-nine pounds ten ſhilings being ten

per

per centum, on the ſaid ſum of three hundred and ninety-five pounds within the ſecond year from the date of the ſaid bill of ſale, and the ſum of ſeventy-nine pounds ſterling, being twenty *per centum* on the ſaid ſum of three hundred ninety-five pounds ſterling, the purchaſe-money aforeſaid, within three years from the date of the ſaid bill of ſale; and the like ſum of ſeventy-nine pounds ſterling, being twenty *per centum*, on the ſaid ſum of three hundred and ninety-five pounds, within four years after the date of the ſaid bill of ſale, and the ſum of ſeventy-nine pounds ſterling, being twenty *per centum* on the ſaid ſum of three hundred and ninety-five pounds ſterling, within five years after the date of the ſaid bill of ſale, which laſt payment would compleat and totally diſcharge the ſaid ſum of three hundred and ninety-five pounds ſterling, for which the ſaid *John* and *Anthony Gibb*, purchaſed the ſaid plantation lots and premiſſes, and which ſeveral inſtalments of their purchaſe-money, the ſaid *John* and *Anthony Gibb*, had ſecured by bonds given to the receiver, according to the ſecond ſet of inſtructions from the lords of trade and plantations therein recited, and if it ſhould happen that any of the ſaid payments ſhould be behind and unpaid for the ſpace of three months, by the ſaid *John* and *Anthony Gibb*, their heirs and aſſigns, the ſaid plantation lots and premiſſes ſhould be forfeited, and the ſaid grant declared void, and

the commiſſioners therein named, were thereby required to ſell the ſame, and out of the money ariſing from ſuch ſale, to retain as much as might be found due to his majeſty, his heirs and ſucceſſors, at the time that default in any of the ſaid payments was made, and to apply the reſidue for the benefit of ſuch who might have advanced money on the ſecurity of the ſaid lands, and if any ſurplus remained, after diſcharging ſuch demands, to diſtribute the ſame among the other creditors of the ſaid *John* and *Anthony Gibb*, if any they had, and to pay the reſidue to themſelves or their repreſentatives, and alſo upon condition that the ſaid grant of the ſaid plantation lots and premiſes, ſhould in caſe of fraud, colluſion, or other contravention to the inſtructions to the ſaid commiſſioners, be revocable for the ſpace of twelve months from the date thereof, by the lord high treaſurer or commiſſioners of the treaſury for the time being, who were thereby impowered and required in the caſes aforeſaid to revoke the ſame, and his ſaid majeſty thereby declared, that if the ſaid grant was not revoked within the ſaid term, it ſhould then be abſolute, and upon condition alſo that the ſaid *John* and *Anthony Gibb*, were not ſeiſed in their own name, or in the name of others, in truſt for them, of more than five hundred acres each; and if it ſhould happen that they the ſaid *John* and *Anthony Gibb*, were ſeiſed as aforeſaid, of more than five

hundred

hundred acres each, including the ſaid grant, in the iſland of *Tobago*; and of one town and paſture lot, in wood, as directed to be granted by the governor in chief, or of ten ſuch lots of cleared land, which ſhould have been ſold by the ſaid commiſſioners, at publick auction, then and in ſuch caſe the ſaid purchaſe and grant ſhould be void as to ſo many acres as the ſaid *John* and *Anthony Gibb* ſhould be ſeiſed of in the ſaid iſland, exceeding five hundred acres each, and the proportion of the money paid thereon was thereby declared to be forfeited, and the commiſſioners ſhould again expoſe to ſale the ſaid plaintation lots and premiſſes ſo reſumed. And upon further condition that the ſaid *John* and *Anthony Gibb*, their heirs and aſſigns, ſhould, after ſix months were elapſed, from the date thereof, well and truly in every year, clear one acre for every twenty acres of uncleared land in the ſaid thereby granted plantations, until one half of the uncleared cultivable land of the ſaid plaintations ſhould be cleared. And if it ſhould happen that the ſaid *John* and *Anthony Gibb*, their heirs or aſſigns, ſhould not clear the ſame as is thereby required, then they ſhould pay to his ſaid majeſty, his heirs and ſucceſſors, the ſum of five pounds ſterling a-year for every acre which ought to have been cleared as aforeſaid, and which they ſhould ſo neglect to clear, but in caſe the ſaid grant ſhould not be confirmed by

the lord high treaſurer, or the lords commiſſioners of the Treaſury for the time being, within ſix months from the date thereof, then and in that caſe the further term of ſix months, making in all eighteen, ſhould be allowed for clearing one acre, on every twenty; and laſtly, upon condition that they the ſaid *John* and *Anthony Gibb*, their heirs and aſſigns, ſhould ſettle and conſtantly keep on the ſaid plantation lots and premiſſes, one white man, or two white women, for every hundred acres, when ſo many in purſuance of the ſaid condition ſhould be cleared, and ſhould pay a rent of ſix-pence ſterling for every acre as the ſame ſhould be cleared, and ſuch quit-rent was thereby declared to extend to the whole of every purchaſor's land, and not confined to one half, of the uncultivated land. And if it ſhould happen that the ſaid *John* and *Anthony Gibb*, ſhould fail or neglect to keep one white man, or two white women, for every one hundred acres of the ſaid uncleared lands, as the ſame ſhould be cleared, then they ſhould pay and forfeit to his ſaid majeſty, his heirs and ſucceſſors, the ſum of twenty pounds ſterling a-year, for every white woman, and forty pounds ſterling a-year for every white man who ſhould be wanting; and the ſaid letters patent were to be conſtrued favourably for the ſaid *John* and *Anthony Gibb*, their heirs and aſſigns, and that the inrollment thereof in the Secretary of

States

States Office, of the iſland of *Tobago*, ſhould be good evidence in all courts and places, as by the ſaid letters patent duly inrolled in the ſaid office (relation being thereunto had) will more fully appear; *And whereas* the ſaid *John Gibb* and *Anthony Gibb*, in and by one bond or obligation under their hands and ſeals, bearing even date herewith, are become and ſtand jointly and ſeverally bound to the ſaid *John Parſons*, in the penal ſum of ſix thouſand pounds, with condition thereunder written, for payment to the ſaid *John Parſons*, his executors, adminiſtrators, or aſſigns, upon the Royal Exchange, in *London*, of the ſum of three thouſand pounds, with intereſt for the ſame, after the rate of 5 *l. per centum per annum*, for every one hundred pounds by the year, by yearly payments, until the ſaid principal money, and all intereſt for the ſame, ſhall be duly paid and ſatisfied (that is to ſay) the ſum of one hundred and fifty pounds, being the firſt year's intereſt for the ſaid ſum of three thouſand pounds, on the ——— day of ——— which will be in the year of our Lord 17—, the further ſum of one hundred and fifty pounds, for another year's intereſt thereof, on the ——— day of ——— which will be in the year of our Lord 17—, and the ſum of three thouſand one hundred and fifty pounds, being the principal money with another year's intereſt thereof, on the ——— day of ——— which will be in the

The mortgagors have entered into a bond for ſecuring to the mortgagee the money borrowed.

It is clear and certain that 8 l. per centum is uſury; no more than 5 l. per centum can be received for money payable in England.

M. D.

year of our Lord 17—, as by the ſaid bond or obligation, and the condition thereof (relation being thereunto had) may appear; *And whereas* for the better ſecuring the re-payment of the ſaid ſum of three thouſand pounds, and intereſt, according to the condition of the ſaid recited bond, the ſaid *John Gibb* and *Anthony Gibb*, have agreed to convey to the ſaid *John Parſons* and his heirs, the premiſſes herein before particularly mentioned, with their appurtenances.

and as a further ſecurity, have agreed to convey the plantation.

NOW THIS INDENTURE WITNESSETH, that for the better ſecuring and more ſure payment unto the ſaid *John Parſons*, his executors, adminiſtrators, or aſſigns, of the ſaid ſum of three thouſand pounds, and intereſt, according to the condition of the ſaid recited bond, and for and in conſideration of the ſum of five ſhillings of lawful money of *Great Britain*, to each of them the ſaid *John Gibb* and *Anthony Gibb*, in hand paid by the ſaid *John Parſons*, at or before the ſealing and delivery of theſe preſents, the receipt whereof they do hereby reſpectively acknowledge; They the ſaid *John Gibb* and *Anthony Gibb*, have and each of them hath granted, bargained, ſold, aliened, releaſed, and confirmed, and by theſe preſents doth grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid *John Parſons* (in his actual poſſeſſion now being by virtue of a bargain and ſale, to him thereof made by the ſaid *John Gibb* and *Anthony Gibb*, in conſideration of five ſhillings,

The conſideration.

The conveyance.

Poſſeſſion tranſferred.

by

by indenture bearing date the day next before the day of the date of theſe preſents, for the term of one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute made for transferring uſes into poſſeſſion) and to his heirs; *All* thoſe the ſaid two plantation lots or parcels of land, ſituate, lying, and being in *Courland* diviſion, in the ſaid iſland of *Tobago*, diſtinguiſhed by the denomination of the lots N° — and —— of the ſaid diviſion, containing two hundred and twenty acres of wood land (that is to ſay) the ſaid lot N° —, containing one hundred acres, and the ſaid lot N° ——, one hundred and twenty acres hereinbefore particularly mentioned and deſcribed, with the abutments and boundaries of the ſame reſpectively, and all edifices, erections, buildings, houſes, ſtore-houſes, ſugar-houſes, boiling-houſes, curing-houſes, ſtill-houſes, mills and kilns erected, built, ſtanding or being, or to be erected, built, ſtanding, or being, in or upon the ſaid plantations, land, ground, hereditaments, and premiſſes, every or any part thereof; and alſo all negroes and ſlaves, men, women, and children, and their progeny and offſpring, and all horſes, cows, oxen, ſheep, and other cattle whatſoever; and alſo all plantation utenſils, tools, and other implements, goods, and chattles, to the ſaid edifices, buildings, plantations,

The parcels deſcribed.

lands, grounds, hereditaments, and premiſſes hereinbefore mentioned, and hereby granted and releaſed, or intended ſo to be, every or any of them, or any part thereof belonging or in anywiſe appertaining, or with them or any of them uſed, occupied, poſſeſſed, or enjoyed; and all trees, woods, underwoods, ways, waters, watercourſes, profits, commodities, emoluments, advantages, hereditaments, and appurtenances whatſoever, to the ſame belonging, or in any wiſe appertaining, or accepted, reputed, deemed, taken, or known as part parcel or member thereof; and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues, profits, and produce thereof, and of every part thereof; and all the eſtate, right, title, intereſt, uſe, truſt, property, profit, poſſeſſion, claim, and demand whatſoever, both at law and in equity, of them the ſaid *John Gibb* and *Anthony Gibb*, and each of them, of, in, to, or out of the ſaid buildings, plantation, land, ground, negroes, ſlaves, cattle, utenſils, hereditaments, and premiſſes herein before mentioned, and hereby granted and releaſed or intended ſo to be, and every or any part or parcel thereof, together with the ſaid herein before recited letters patent, and all deeds, evidences, writings, and records whatſoever, touching or concerning the ſaid premiſſes or any part thereof, now in the hands, cuſtody, or power of the ſaid *John Gibb* and *Anthony Gibb*

General words.

or

or either of them, or which they or either of them, can or may come by without ſuit at law or in equity. *To have and to hold* the ſaid buildings, erections, plantations, land, ground, negroes, ſlaves, cattle, utenſils, hereditaments, and all and ſingular other the premiſſes hereby granted and releaſed, or intended ſo to be, and every part and parcel thereof, with their and every of their appurtenances in manner following (that is to ſay) ſuch parts of the ſame, as are of the nature of freehold and inheritance or real eſtate unto the ſaid *John Parſons* and his heirs, to the uſe and behoof of the ſaid *John Parſons*, his heirs, and aſſigns for ever, and ſuch other parts of the ſame as are of the nature of chattels, or perſonal eſtate, unto and to the uſe of the ſaid *John Parſons*, his executors, adminiſtrators, and aſſigns from henceforth for ever, ſubject nevertheleſs as to the ſaid plantations and grounds to the payment of ſuch ſum and ſums of money as are or ſhall hereafter grow due to his preſent Majeſty King *George* the Third, his heirs and ſucceſſors, for and in reſpect of the purchaſe of the ſaid plantations and grounds, and alſo for or in reſpect of the quit-rent for the ſame herein before particularly mentioned. PROVIDED ALWAYS that if the ſaid *John Gibb* and *Anthony Gibb*, or either of them, their or either of their heirs, executors, or adminiſtrators, do and ſhall well truly pay or cauſe to be paid unto

Habendum.

As to ſuch part of the premiſſes as are of the nature of freehold in fee.

Perſonal

Subject to redemption.

unto the ſaid *John Parſons*, his executors, adminiſtrators, or aſſigns, the ſaid ſum of three thouſand pounds of lawful money of *Great Britain*, together with intereſt for the ſame, after the rate of five pounds for every hundred pounds by the year, at the ſeveral and reſpective times, in manner and form in the condition of the ſaid recited bond mentioned, and in diſcharge of the ſame, without making any deduction or abatement out of the ſaid ſum of three thouſand pounds or the intereſt thereof, or any part of the ſame reſpectively, for, or in reſpect of any taxes, aſſeſſments or impoſitions already taxed, aſſeſſed, or impoſed, or hereafter to be taxed, aſſeſſed or impoſed on the ſaid premiſſes hereby granted and releaſed, or upon the ſaid ſum of three thouſand pounds or any part thereof by any preſent or ſubſequent act of parliament, ſtatute, act of aſſembly, or other authority whatſoever, or for or in reſpect of the exchange or remittance of money to *Great Britain*, or any other reprizes whatſoever, then and from thenceforth theſe preſents, and every thing herein contained ſhall ceaſe, determine, and become abſolutely void and of no effect to all intents and purpoſes whatſoever, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And for the conſiderations aforeſaid, the ſaid *John Gibb* and *Anthony Gibb* for themſelves, jointly and ſeverally, and for their ſeveral and reſpective heirs,

Covenant from the mortgagors that they are ſeiſed,

heirs, executors, and adminiſtrators, and for every of them, do and each of them doth covenant, promiſe, grant, and agree to and with the ſaid *John Parſons*, his heirs and aſſigns by theſe preſents in manner and form following, (that is to ſay) that they the ſaid *John Gibb* and *Anthony Gibb*, now, at the time of the ſealing and delivery of theſe preſents, are lawfully and rightfully ſeiſed of a good eſtate of freehold and inheritance in fee-ſimple, of and in the ſaid buildings, plantations, lands, grounds, negroes, ſlaves utenſils, hereditaments and premiſſes hereby granted and releaſed with the appurtenances, and now have in themſelves good right, and lawful power and authority to grant and releaſe the ſame premiſſes to the ſaid *John Parſons*, his heirs, executors, adminiſtrators, and aſſigns, ſubject to ſuch proviſo and condition as aforeſaid. *And alſo* that they the ſaid *John Gibb* and *Anthony Gibb*, their heirs, executors, or adminiſtrators, or ſome or one of them ſhall and will, well and truly pay or cauſe to be paid unto the ſaid *John Parſons*, his executors, adminiſtrators, and aſſigns, the ſaid ſum of three thouſand pounds together with intereſt for the ſame, after the rate aforeſaid, at ſuch times, and in ſuch proportions and manner as in and by the condition of the ſaid recited bond, are mentioned and appointed for payment thereof. *And alſo* that if default ſhall be made in payment of the ſaid

have a right to convey,

and will repay the monies lent,

Power of entry given to the mortgagee, in caſe of non-payment.

ſaid ſum of three thouſand pounds and intereſt, or any part thereof at the times and in the proportions and manner aforeſaid, then and from thenceforth, it ſhall and may be lawful to and for the ſaid *John Parſons*, his heirs and aſſigns to enter into and upon the ſaid buildings, plantations, lands, grounds, hereditaments, and premiſſes hereby granted and releaſed or intended ſo to be with the appurtenances, and every part and parcel thereof, and to have, hold, poſſeſs and enjoy the ſame, and the negroes, ſlaves, utenſils and implements thereon, and receive and take the rents, iſſues, profits, crop, and produce thereof, and of every part thereof, to and for the uſe and benefit of the ſaid *John Parſons*, his heirs and aſſigns without any lawful let, ſuit, interruption, diſturbance, claim, or demand whatſoever, of, from, or by the ſaid *John Gibb* and *Anthony Gibb* or either of them or the heirs of them or either of them, or any other perſon or perſons whatſoever; and that free and clear, and freely and clearly acquitted exonerated and diſcharged or otherwiſe by the ſaid *John Gibb* and *Anthony Gibb* or one of them, or the heirs, executors, or adminiſtrators of them or one of them well and ſufficiently ſaved, defended, kept harmleſs, and indemnified of, from, and againſt all and all manner of former and other bargains, ſales, jointures, dowers, intails, mortgages, judgments, ſtatutes, debts, charges, and incum-

Free from former incumbrances.

incumbrances whatſoever. *And that* if default ſhall be made in payment of the ſaid ſum of three thouſand pounds and the intereſt thereof, or any part thereof as aforeſaid, then the ſaid *John Gibb* and *Anthony Gibb* and each of them, their and each of their heirs and aſſigns, and all and every other perſon and perſons having or lawfully claiming or to claim any eſtate, right, title, truſt, or intereſt of, in, or to, or out of the ſaid premiſſes hereby granted and releaſed, or any part thereof, ſhall and will at all times from thenceforth at the requeſt of the ſaid *John Parſons* but at the coſts and charges of the ſaid *John* and *Anthony Gibb* or one of them, or the heirs, executors, or adminiſtrators of them or one of them, make, do, ſeal, deliver, acknowledge, levy, ſuffer, and execute, or cauſe and procure to be made done, ſealed, delivered, acknowledged, levied, ſuffered, and executed, all and every ſuch further and other lawful and reaſonable act or acts, deed and deeds, conveyances, and aſſurances in the law whatſoever, for the further, better, more perfect and abſolute granting and confirming the ſaid plantations, lands, grounds, edifices, buildings, negroes, ſlaves, utenſils, and other the hereditaments and premiſſes hereby granted and releaſed, or intended ſo to be, with the appurtenances, unto the ſaid *John Parſons*, his heirs and aſſigns for ever, or as the ſaid *John Parſons*, his heirs or aſſigns

Covenant for further aſſurances.

aſſigns ſhall direct or appoint, freed or diſcharged of and from all equity of redemption whatſoever as by him the ſaid *John Parſons*, his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed or required. *Provided always* that until default ſhall be made of or in payment of the ſaid ſum of three thouſand pounds and intereſt or ſome part thereof, in breach of the condition of the ſaid recited bond, and of the proviſo and covenant herein before in that behalf contained, it ſhall and may be lawful to and for the ſaid *John Gibb* and *Anthony Gibb*, their heirs, executors, and adminiſtrators, to hold and enjoy the ſaid plantations, lands, grounds, edifices, buildings, negroes, ſlaves, utenſils, hereditaments, and premiſſes hereby granted and releaſed, or intended ſo to be, with their and every of their appurtenances, and the rents, iſſues, and profits and produce thereof, to take and receive to their own, uſe without any lawful let, ſuit, interruption, diſturbance, claim or demand whatſoever, of, from or by the ſaid *John Parſons*, his heirs, or aſſigns, or any perſon or perſons lawfully claiming, or to claim by, from or under him, them, or any of them. AND LASTLY, to the intent that theſe preſents may be duly acknowledged, recorded, regiſtered, and take effect according to the law of the ſaid iſland of *Tobago*, the ſaid parties to theſe preſents and each and every of them have made,

The mortgagors may enjoy until default is made in payment.

Power of attorney to regiſter this deed in Tobago.

Qu. "If neceſſary."
I think it is proper.
M. D.

made, ordained, conſtituted, appointed, and in their place and ſtead put; and by theſe preſents do make, ordain, conſtitute, appoint, and in their place and ſtead put —— ——and—— all of the ſaid iſland of *Tobago* jointly, and each and every of them, ſeverally to be their true and lawful attornies and attorney, for them and in their names, to appear before any court, regiſter, or other proper officer of the ſaid iſland of *Tobago*, to acknowledge and confeſs theſe preſents to be the act and deed of them the ſaid *John Gibb*, *Anthony Gibb*, and *John Parſons*, and the names and ſeals hereto ſubſcribed and affixed, to be the reſpective hands and ſeals of them the ſaid *John Gibb*, *Anthony Gibb*, and *John Parſons*: And further, to do and perform every or any act matter or thing, in the like caſes accuſtomed, or which ſhall be neceſſary for the making theſe preſents valid and effectual in the law according to the true intent and meaning hereof. IN WITNESS, &c.

I approve of this draught,

M. DUANE,

QUÆRE ſubmitted to Mr. *Duane*, upon the above deed being laid before him.

Mr. *Parſons* has agreed to lend Meſſrs *John* and *Anthony Gibb*, one of whom reſides in *London*, and the other in the iſland of *Tobago*, 3000 *l.* on

on their bond and mortgage of two plantations on the ſaid iſland, at 8 *l. per cent.* which is the common rate of intereſt in that iſland; if you ſhould be of opinion the contract is not uſurious, as the mortgagee and one of the mortgagors reſide in *England* where the intereſt is annually to be paid. Or if he and the mortgagor who reſides in *London*, grant letters of attorney to ſome perſons in that iſland, to execute the writings there; will it make any difference? if it can be done with ſafety pleaſe to ſettle this draught accordingly.

ANSWER.

An intereſt at 8 *l. per cent.* payable in *London* for money lent in this kingdom, is uſurious and contrary to law, the intereſt muſt be reſerved at 5 *l. per cent.* and no more—if the *Engliſh* money ſhould be converted into currency, and the currency and the intereſt ſhould be made payable at *Tobago*, then 8 *l. per cent.* might be reſerved.

M. DUANE.

A Mort-

A Mortgage of a Freehold Eſtate by Demiſe: No. III.

THIS Indenture, *&c.* between *William Wills* of, *&c.* of the one part, and *Philip Pugh* of, *&c.* of the other part; *Whereas* the ſaid *William Wills* is in and by one bond or obligation in writing, bearing even date with theſe preſents, become, and ſtands bound unto the ſaid *Philip Pugh* in the penal ſum of ——— pounds of lawful money of *Great Britain*, with condition for payment unto the ſaid *Philip Pugh*, his executors, adminiſtrators, or aſſigns, of the full ſum of ——— pounds of like lawful money, with intereſt for the ſame on the —— day of ———, as in and by the ſaid bond or obligation and condition thereof (relation being thereunto had) may more fully appear: NOW THIS INDENTURE WITNESSETH, that, as well for the better ſecuring and more ſure payment unto the ſaid *Philip Pugh*, his executors, adminiſtrators, or aſſigns, of the ſaid ſum of ——— pounds, and intereſt, according to the condition of the ſaid recited bond, as alſo for and in conſideration of the ſum of five ſhillings of like lawful money, to the ſaid *William Wills* in hand, at or before the ſealing and delivery of theſe preſents, by the ſaid *Philip Pugh*, well and truly paid, the receipt whereof is hereby acknowledged [*if not as a collateral ſecurity*,

A bond recited.

As a further ſecurity.

curity, insert as follows after the parties names, " Witneſſeth, that for and in conſideration of " the ſum of ——— pounds, of good and law- " ful money of *Great Britain*, to the ſaid *Wil-* " *liam Wills*, in hand, at and before the ſeal- " ing and delivery of theſe preſents, by the ſaid " *Philip Pugh*, well and truly paid, the receipt " whereof he the ſaid *William Wills* doth here- " by acknowledge, and thereof, and of and " from every part thereof, doth acquit, releaſe, " and for ever diſcharge the ſaid *Philip Pugh*, " his executors and adminiſtrators, and every of " them by theſe preſents."] He the ſaid *William Wills hath* granted, bargained, ſold, and demiſed, and by theſe preſents *doth* grant, bargain, ſell, and demiſe, unto the ſaid *Philip Pugh*, his executors, adminiſtrators, and aſſigns, ALL, *&c.* and alſo all other the cloſes, pieces and parcels of arable land, paſture and wood ground whatſoever, of him the ſaid *William Wills*, lying and being in the pariſh of ——— aforeſaid, together with all trees, woods, underwoods, hedges, ditches, fences, mounds, ways, waters, water-courſes, commons, common of paſture, profits, priviledges, commodities, advantages, and appurtenances, to all and every of the aforeſaid hereditaments and premiſſes belonging, or in any wiſe appertaining. [*If the mortgage is of an houſe, inſert the following general words inſtead of the foregoing,* " Together with all rooms, chambers, cellars, " ſollars,

" ſollars, yards, backſides, erections, buildings, " ways, paſſages, lights, eaſements, waters, " water-courſes, profits, commodities, advan- " tages, hereditaments, and appurtenances " whatſoever, to the ſaid meſſuage or tenement " and premiſſes, hereby demiſed, belonging, " or in any wiſe appertaining, or therewith " held, uſed, occupied, or enjoyed, or accepted, " reputed, taken, or known as part, parcel, or " member thereof, or of any part thereof."] And the reverſion and reverſions, remainder and remainders, rents, iſſues, and profits, of all and ſingular the ſaid premiſſes, and of every part and parcel thereof; [*if the premiſſes are on leaſe, inſert as follows,* " Remainder and re- " mainders, yearly and other rents, iſſues and " profits reſerved, had, due or payable, or to " become due and payable upon any demiſe or " demiſes of the ſaid premiſſes, or any part or " parcel thereof."] And all the eſtate, right, title, intereſt, poſſeſſion, inheritance, property, claim and demand whatſoever of him the ſaid *William Wills* of, in, and to the ſame, or any part or parcel thereof, *To have and to hold* the ſaid meſſuage or tenement, cloſes or fields of arable land, paſture, wood ground, and all and ſingular other the premiſſes hereinbefore granted and demiſed, or meant, mentioned, or intended ſo to be, with their and every of their appurtenances, unto the ſaid *Philip Pugh*, his executors, adminiſtrators, and aſſigns, from the

day next before the day of the date of theſe preſents, for and during, and unto the full end and term of five hundred years, from thence next enſuing, and fully to be compleat and ended, without impeachment of, or for any manner of waſte, *yielding and paying* therefore, yearly, and every year during the ſaid term, unto the ſaid *William Wills*, his heirs and aſſigns, the rent of one pepper corn only on the feaſt day of ——— in every year (if the ſame ſhall be lawfully demanded); Provided always, and theſe preſents are upon this expreſs condition, nevertheleſs, that if the ſaid *William Wills*, his heirs, executors, adminiſtrators, or aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *Philip Pugh* his executors, adminiſtrators, or aſſigns, [*if as a collateral ſecurity, inſert as follows*, " The " ſaid ſum of ——— pounds, and intereſt, on " the ſaid —— day of ——, according to the " condition of the ſaid recited bond, and in " diſcharge of the ſame:" *if not as a collateral ſecurity*, " The full ſum of ——— pounds, of " lawful money of *Great Britain* in manner " and form following (that is to ſay); The ſum " of ——— pounds, part thereof, on the —— " day of ——, and the ſum of —— pounds, " reſidue and in full payment thereof, on the " —— day of ———;" *or thus*, " The ſaid " ſum of ——— pounds of lawful money of " *Great Britain*, with intereſt for the ſame after

" the rate of —— pounds, on the —— day of " ———, without making any deduction or " abatement whatſoever thereout"] Then this preſent indenture of demiſe, and every article, clauſe, and thing herein contained, ſhall ceaſe, determine and be utterly void, any thing hereinbefore contained to the contrary in any wiſe notwithſtanding; *And* the ſaid *William Wills* for himſelf, his heirs, executors, and adminiſtrators, doth covenant, promiſe, and agree to and with the ſaid *Philip Pugh*, his executors, adminiſtrators, and aſſigns, and to and with every of them by theſe preſents, that he the ſaid *William Wills*, his heirs, executors, or adminiſtrators, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *Philip Pugh*, his executors, adminiſtrators, or aſſigns, the ſaid ſum of ——— pounds, and intereſt, on the day and time, according to the true intent and meaning of the condition of the ſaid bond, and of the proviſo or condition aforeſaid, [*if not as a collateral ſecurity, inſert* " The ſaid ſum of ——— pounds of good " and lawful money of *Great Britain*, with in- " tereſt for the ſame, after the rate of ——— " pounds, on the —— day of ———;" (*or thus*) " At the time hereinbefore mentioned and ap- " pointed for payment thereof, without mak- " ing any deduction or abatement thereout as " aforeſaid,"] *And* the ſaid *William Wills*, for himſelf, his heirs, executors, and adminiſtra-

tors, and for every of them doth further covenant, promiſe, and agree to and with the ſaid *Philip Pugh*, his executors, adminiſtrators, and aſſigns, by theſe preſents, in manner and form following (that is to ſay); That he the ſaid *William Wills*, now hath in himſelf good right, true title, full power, and lawful and abſolute authority, to grant, bargain, ſell, and demiſe the ſaid meſſuage, &c. and all and ſingular other the premiſſes hereinbefore mentioned and intended to be hereby granted and demiſed, with their and every of their appurtenances, unto the ſaid *Philip Pugh*, his executors, adminiſtrators, and aſſigns, in manner and form aforeſaid, according to the true intent and meaning of theſe preſents; *And* that he the ſaid *Philip Pugh*, his executors, adminiſtrators, and aſſigns, and every of them, ſhall and may from time to time, and at all times, from and after default ſhall happen to be made of or in payment of the ſaid ſum of ——— pounds, and intereſt, or any part thereof, contrary to the true intent and meaning of the aforeſaid proviſo and covenant, for payment of the ſame, peaceably and quietly enter into, have, hold, occupy, poſſeſs, and enjoy the ſaid meſſuage, &c. and all and ſingular other the premiſſes hereinbefore mentioned and intended to be hereby demiſed, and receive and take the rents, iſſues, and profits thereof, to his and their own uſe and uſes, for and during all the reſt and reſidue

ſidue of the ſaid term of five hundred years, which ſhall be therein then to come and unexpired, without any let, ſuit, trouble, eviction, moleſtation, or interruption, of or by the ſaid *William Wills*, his heirs, executors, or adminiſtrators, or any of them, or of or by any other perſon or perſons, lawfully claiming or to claim by from or under him, them, or any of them; and that free and clear, and freely, clearly and abſolutely acquitted, freed and diſcharged, or otherwiſe well and ſufficiently ſaved, kept harmleſs and indemnified by the ſaid *William Wills*, his heirs, executors, and adminiſtrators, or ſome of them, of and from all and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers and titles of dower, uſes, wills, entails, ſtatutes, judgments, recognizances, executions, extents, and of and from all other eſtates, titles, troubles, charges, and incumbrances whatſoever, *had, made, committed, done, or ſuffered, or to be had, made, committed, done, or ſuffered, by the ſaid* W. Wills, *his heirs, executors, or adminiſtrators, or any of them, or of or by any other perſon or perſons whatſoever, except an indenture of leaſe bearing date the —— day of ——, made by the ſaid* W. Wills *to* A. B. *of the meſſuage,* &c. *hereinbefore mentioned to be in the tenure or occupation of ——, for twenty-one years from the feaſt day of —— which was in the year of our Lord ——, at the yearly rent of —— pounds, payable quarterly;*

The words in Italics are to be retained or expunged as the caſe may require. T. W. W.

and alſo except one other indenture of leaſe, &c. And further, that he the ſaid *William Wills*, his heirs, executors, or adminiſtrators, and all and every other perſon and perſons, lawfully claiming or to claim, any eſtate, right, title, truſt, or intereſt of, in, or to the ſaid premiſſes hereby granted and demiſed, or any part thereof, by, from, under or in truſt for him or them, ſhall and will from time to time, and at all times, from and after breach of the proviſo or condition aforeſaid [*or thus*, "From and af- "ter default ſhall be made of, or in payment "of the ſaid ſum of ——— pounds, and inter- "eſt as aforeſaid, or any part thereof, contrary "to the proviſo or condition aforeſaid"]; at the reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid *Philip Pugh*, his executors, adminiſtrators, or aſſigns, make, do, acknowledge, levy, ſuffer, and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered, and executed, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, conveyances and aſſurances in the law whatſoever, for the further, better, more perfect and abſolute conveying, aſſuring, and confirming of all and ſingular the ſaid premiſſes hereinbefore mentioned, and intended to be hereby demiſed, with their and every of their appurtenances, unto the ſaid *Philip Pugh*, his executors, adminiſtrators, and aſſigns, for and during all the reſt

reſt and reſidue of the ſaid term of five hundred years, which ſhall be therein then to come and unexpired, *freed and diſcharged of and from the ſaid proviſo or condition for redemption hereinbefore contained, and of and from all proviſoes, conditions, right, title, benefit, and equity of redemption whatſoever*, as by the ſaid *Philip Pugh*, his executors, adminiſtrators, or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed or adviſed and required: *And laſtly*, the ſaid *Philip Pugh*, for himſelf, his executors and adminiſtrators, doth covenant, promiſe, and agree to and with the ſaid *William Wills*, his heirs and aſſigns, That [*if the mortgage is a collateral ſecurity, ſay* "until breach "ſhall happen to be made of the above written "proviſo or condition;" *(if not, ſay)* "until "default ſhall be made of or in payment of the "ſaid ſum of ——— pounds, with intereſt for "the ſame after the rate aforeſaid, or ſome part "thereof, contrary to the proviſo or covenant "in that behalf hereinbefore contained,"] it ſhall and may be lawful to and for the ſaid *William Wills*, his heirs and aſſigns, peaceably and quietly to have, hold, uſe, occupy, poſſeſs, and enjoy the ſaid premiſſes hereby demiſed, and every part and parcel thereof, and receive and take the rents, iſſues, and profits thereof, to his and their own uſe and uſes, without any let, ſuit, trouble, denial, interruption, moleſtation, or hindrance whatſoever, of him the ſaid *Philip*

Some times inſerted.

Philip Pugh, his executors, adminiſtrators, or aſſigns, or any other perſon or perſons whatſoever lawfully claiming or to claim, by, from or under him, them, or any of them. IN WITNESS, &c.

T. W. W.

A further Mortgage by Indorſement.

WHEREAS the within named *Phillip Pugh*, hath advanced and lent unto the within named *William Wills*, the further ſum of ——— pounds, the receipt whereof the ſaid *William Wills* doth hereby acknowledge, and thereupon the ſaid *William Wills* hath entered into one bond or writing obligatory, under his hand and ſeal, bearing even date with theſe preſents, to the ſaid *Phillip Pugh*, in the penal ſum of —— pounds, of lawful money of *Great Britain*, with condition thereunder written, for making the ſame void, upon payment, unto the ſaid *Phillip Pugh*, his executors, adminiſtrators, or aſſigns, of the ſum of —— pounds of like lawful money, with intereſt for the ſame, after the rate of ——, on the —— day of ——— as in and by the ſaid bond or writing obligatory, and the condition thereof, relation being thereunto had may more fully appear; Now KNOW YE, that as well for the better ſecuring, and more ſure payment unto the ſaid *Phillip Pugh*, his executors, adminiſtrators,

ſtrators, and aſſigns, of the ſaid further ſum of ——— pounds, and intereſt, on the ſaid —— day of ——— next enſuing, according to the true intent and meaning of the ſaid recited bond or obligation, he the ſaid *William Wills doth* hereby for himſelf, his heirs, executors, adminiſtrators, and aſſigns, covenant, promiſe, and agree to and with the ſaid *Phillip Pugh*, his executors, adminiſtrators, and aſſigns, that the meſſuages, *&c.* and all and ſingular other the premiſſes with the appurtenances, by the within written indenture of demiſe or mortgage, mentioned to be granted, bargained, ſold, and demiſed, and every part and parcel thereof, ſhall ſtand chargeable, remain, continue, and be a ſecurity unto him the ſaid *Phillip Pugh*, his executors, adminiſtrators, and aſſigns, as well for the payment of the ſum of ——— pounds within mentioned, and the intereſt thereof, as alſo for the payment of the ſaid further ſum of —— pounds, now lent and advanced as aforeſaid, and the intereſt thereof; and that the ſaid premiſſes, or any part thereof ſhall not be redeemed or redeemable either in law or in equity, until not only the ſaid ſum of ——— pounds before lent, and the intereſt thereof, but alſo the ſaid ſum of —— pounds, now lent, and the intereſt thereof ſhall be paid and ſatisfied, unto the ſaid *Phillip Pugh*, his executors, adminiſtrators, and aſſigns, according to the true intent and meaning of theſe preſents. In Witness, &c.

A Mort-

No. IV. *A Mortgage from the Tenants for Life, and a Perſon intitled in Reverſion under a Marriage Settlement.*

THIS INDENTURE, &c. between *William Fenn*, late of ——— in the city of *London*, ſtationer, and now of ——— in the county of *Kent*, gentleman, and *Mary* his wife, who is the only ſurviving daughter and deviſee named in the laſt will and teſtament of *Henry Bell*, late of ———, otherwiſe ———, in the pariſh of ——— in the county of *Middleſex*, gentleman, deceaſed, and *Elizabeth Bell*, widow and relict of the ſaid *Henry Bell*, of the one part; and *Richard Roe* of, *&c.* gentleman, of the other part; *Witneſſeth*, that for and in conſideration of the ſum of ſix hundred pounds of good and lawful money of *Great Britain*, to the ſaid *William Fenn* or *Elizabeth Bell*, or one of them, in hand well and truly paid by the ſaid *Richard Roe*, at or before the ſealing and delivery of theſe preſents, the payment and receipt of which ſaid ſum of ſix hundred pounds, the ſaid *William Fenn* and *Elizabeth Bell*, do hereby acknowledge, and thereof, and of every part thereof, do acquit, releaſe, and for ever diſcharge the ſaid *Richard Roe*, his executors and adminiſtrators by theſe preſents they the ſaid *William Fenn* and *Mary* his wife, and *Elizabeth Bell*, have

The conſideration.

have granted, bargained, ſold, and releaſed, and by theſe preſents do grant, bargain, ſell, and releaſe unto the ſaid *Richard Roe*, (in his actual poſſeſſion, now being by virtue of a bargain and ſale to him thereof made, by the ſaid *William Fenn*, and *Mary* his wife, and *Elizabeth Bell*, in conſideration of five ſhillings a-piece, by indenture bearing date the day next before the day of the date of theſe preſents, for the term of one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute made for transferring uſes into poſſeſſion) and his heirs, ALL that meſſuage, tenement, or farm, with the lands, and grounds thereunto belonging, and therewith uſed, ſituate, lying and being in the hamlet of ——— in the pariſh of ——— aforeſaid, late in the tenure or occupation of *Mary Fox*, widow, and now in the tenure or occupation of the ſaid *Mary Fox* and *William Fenn*, their aſſigns or under-tenants; and alſo all that meſſuage or tenement, and one acre and a half of meadow ground, be the ſame more or leſs, ſituate, lying, and being in the ſaid hamlet of ——— in the pariſh of ——— aforeſaid, now or late in the tenure or occupation of *Thomas Fox*, his aſſigns or under-tenants; and alſo all that meſſuage or tenement, with the garden, and a piece or parcel of meadow or paſture ground thereunto belonging or therewith uſed, containing by eſtimation

The conveyance.

Poſſeſſion transferred.

Parcels.

eſtimation one acre, be the ſame more or leſs, ſituate, lying, and being in the ſaid hamlet of ——— in the pariſh of ——— aforeſaid, late in the tenure or occupation of *Thomas Tilt*, and now of *James Turvey*, his aſſigns or undertenants; and alſo the barns, ſtable, yard, and ſheds belonging to, and uſed with the laſt mentioned meſſuage, lately untenanted, but now alſo in the tenure or occupation of *James Turvey*; and alſo all that meſſuage or tenement, with the garden and orchards thereunto belonging, and therewith uſed, ſituate, lying, and being in the ſaid hamlet of ——— in the pariſh of ——— aforeſaid, now divided into three tenements, late in the ſeveral tenures or occupations of *Jaſper Swingle*, *William Henman*, and —— *Jackſon*, but now of the ſaid *Jaſper Swingle*, *William Fenn*, and *Thomas Jackſon*, or ſome or one of them, or of their aſſigns or undertenants; and alſo the barn, yard, and outhouſes in the hamlet of ——— aforeſaid, belonging to, and heretofore uſed, with the laſt-mentioned meſſuages, late in the ſeveral tenures or occupations of the ſaid *Elizabeth Bell*, and *John Humphrey*, gentleman, and now of the ſaid *William Fenn*, his aſſigns or undertenants; and alſo all that orchard in ——— aforeſaid, with the ſhed thereupon lately erected, belonging to, and heretofore uſed, with the laſt mentioned meſſuage, late in the tenure or occupation of the ſaid *Elizabeth Bell*, and

now

now of the ſaid *William Fenn*, his aſſigns or under-tenants; and alſo all that other orchard in ——— aforeſaid, belonging to and heretofore uſed, with the laſt mentioned meſſuage, late in the tenure or occupation of the ſaid *Elizabeth Bell*, and now of the ſaid *William Fenn*, his aſſigns or under-tenants; and alſo all that piece or parcel of meadow or paſture ground in —— aforeſaid, to the laſt mentioned orchard, belonging and containing by eſtimation two acres, be the ſame more or leſs, late in the tenure or occupation of the ſaid *Elizabeth Bell*, and now of the ſaid *William Fenn*, his aſſigns or under-tenants; and alſo all thoſe lands or grounds, ſituate, lying, and being in the ſaid pariſh of ——— in the county of —— containing by eſtimation, four acres, be the ſame more or leſs, now or late in the tenure or occupation of *John Wacherel*, his aſſigns or under-tenants; and alſo all thoſe lands and grounds ſituate, lying, and being in ——— aforeſaid, containing by eſtimation, two acres, be the ſame more or leſs, late in the tenure or occupations of the above named *John Humphrey*, and now of the ſaid *William Fenn*, his aſſigns or under-tenants; and alſo all that piece or parcel of land or ground, ſituate, lying, and being in ——— aforeſaid, containing by eſtimation, one acre and one rood, be the ſame more or leſs, late in the tenure or occupation of *Joſeph Conſtable*, and now of the ſaid *William*

liam Fenn, his aſſigns or under-tenants, all which meſſuages, lands, tenements, hereditaments, and premiſſes hereinbefore particularly mentioned and deſcribed, were given and deviſed to the ſaid *Mary Fenn*, in and by the laſt will and teſtament of the ſaid *Henry Bell*, her late father, deceaſed; and alſo all houſes, outhouſes, edifices, buildings, barns, ſtables, yards, gardens, orchards, trees, woods, underwoods, ways, paths, paſſages, waters, water-courſes, commons, common of paſture, eaſements, profits, privileges, commodities, advantages, hereditaments and appurtenances whatſoever, to the ſaid meſſuages, lands, and premiſſes, or to any part thereof, belonging or in anywiſe appertaining, or therewith uſed, held, occupied or enjoyed, or accepted, reputed, taken or known, as part, parcel, or member thereof, and the reverſion and reverſions, remainder and remainders, of all and ſingular the ſaid premiſes; and all the eſtate, right, title, and intereſt of them the ſaid *William Fenn*, and *Mary* his wife, and *Elizabeth Bell*, of, in, and to the ſame premiſſes, and every or any part thereof; *To have and to hold* all and ſingular the ſaid meſſuages, lands, tenements, hereditaments, and premiſſes hereby granted, releaſed, or hereinbefore mentioned or intended ſo to be, with their and every of their appurtenances, unto the ſaid *Richard Roe* and his heirs, to the uſe and behoof of the ſaid *Richard Roe*, his heirs and aſſigns;

General words.

Habendum.

assigns; *And* for the better and more effectual granting and assuring the said messuages, lands, tenements, hereditaments, and premisses unto and to the use of the said *Richard Roe* and his heirs, he the said *William Fenn*, for himself, his heirs, executors, and administrators, and for the said *Mary* his wife, and the said *Elizabeth Bell*, for herself and her heirs, do covenant, promise, and agree, to and with the said *Richard Roe*, his executors, administrators, and assigns by these presents, that they the said *William Fenn* and *Mary* his wife, and *Elizabeth Bell*, shall and will, as of next *Trinity* Term, or of some other subsequent term, at the proper costs and charges in the law of him the said *William Fenn*, his executors or administrators, in due form of law, acknowledge and levy, before the justices of his majesty's court of Common Pleas at *Westminster*, unto the said *Richard Roe* and his heirs, one or more fine or fines, *sur conusance de droit come ceo*, &c. to be ingrossed, recorded, and sued forth with proclamations, according to the usual course of fines for assurance of land, in such cases accustomed, of and upon all and singular the said messuages, lands, tenements, hereditaments, and premisses, hereby granted and released, or hereinbefore mentioned or intended so to be, with their and every of their appurtenances, by such apt and convenient name and names, number of messuages, quantities, and qualities of land, and other

Covenant to levy a fine.

other certainties and deſcriptions as ſhall be thought fit and proper, and ſhall effectually comprehend the ſame; *And* it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that the ſaid fine or fines ſo as aforeſaid, or in any other manner, or at any other time or times, to be had, levied, or acknowledged, and all and every other fine and fines whatſoever already had, levied, or acknowledged by the ſaid parties hereunto, or any of them, of the ſaid meſſuages, lands, tenements, hereditaments, and premiſſes hereby granted and releaſed, or of any of them, or of any part or parcel of them, or any of them, ſhall be and enure, and ſhall be deemed, adjudged, conſtrued, and taken to be and enure, to the only uſe and behoof of the ſaid *Richard Roe*, his heirs and aſſigns for ever; *Subject* to the proviſo hereinafter contained and expreſſed (that is to ſay); PROVIDED ALWAYS, and theſe preſents are made upon this expreſs condition nevertheleſs, that if the ſaid *William Fenn* and *Mary* his wife, and *Elizabeth Bell* or any of them ſhall and do well and truly pay or cauſe to be paid unto the ſaid *Richard Roe*, his executors, adminiſtrators or, aſſigns, the ſaid ſum of ſix hundred pounds of lawful money of *Great Britain*, together with intereſt for the ſame, at the rate of five pounds *per cent. per ann.* at the days and times, and in the proportions and manner

to enure to the uſe of the mortgagee.

Subject to a proviſo of redemption.

manner following, (that is to ſay) the ſum of fifteen pounds, being half a year's intereſt of the ſaid ſum of ſix hundred pounds after the rate aforeſaid, at or on the 2d day of *February* next enſuing the day of the date of theſe preſents, and the further ſum of ſix hundred and fifteen pounds, being the whole principal money, and another half year's intereſt thereof, after the rate aforeſaid, at or on the 2d day of *Auguſt*, which will be in the year of our Lord 17—, without making any abatement or deduction out of the ſame or any part thereof for or in reſpect of any taxes, aſſeſſments or impoſitions already taxed, aſſeſſed or impoſed, or hereafter to be taxed, aſſeſſed, or impoſed on the premiſſes hereby granted as aforeſaid, or upon the ſaid ſum of ſix hundred pounds or any part thereof, by any preſent or ſubſequent act of parliament or other authority whatſoever, or for or in reſpect of any other reprizes whatſoever, then and from thenceforth, theſe preſents, and every thing herein contained, ſhall ceaſe, determine, and become abſolutely void and of no effect to all intents and purpoſes whatſoever. *And* then and in ſuch caſe the ſaid meſſuages, lands, tenements, hereditaments, and premiſſes, ſhall remain, continue, and be, and the ſaid fine ſhall enure to the uſe of ſuch perſon and perſons, and for ſuch eſtate and eſtates, and to and for ſuch intents and purpoſes (ſubject to the limita-

And then the fine to enure ſubject to the ſettlement to the appointment of the mortgagor's wife.

tions for the benefit of the children of the ſaid *William Fenn* and *Mary* his wife, contained in her marriage ſettlement, bearing date the 20th day of *January* 17—) as ſhe the ſaid *Mary Fenn* by any deed or deeds, writing or writings to be by her ſealed and delivered in the preſence of two or more credible witneſſes, or by her laſt will and teſtament in writing, or any writing in the nature of her will, to be by her ſigned, ſealed, publiſhed, and declared in the preſence of three or more credible witneſſes, ſhall alone if unmarried, or by and with the conſent and approbation of *Stephen Holland* and *Robert Holden*, the truſtees named in the ſaid ſettlement, or the ſurvivor of them, or the heirs of ſuch ſurvivors in writing under their hands and ſeals, if ſhe the ſaid *Mary Fenn* ſhall be then under coverture, nominate, direct, limit, declare, or appoint, and for want of ſuch nomination, direction, limitation, declaration or appointment, and as to ſuch of the premiſſes whereof no ſuch appointment ſhall be made, and as any eſtate or eſtates ſo to be appointed ſhall end or determine; To the uſe of the ſaid *Elizabeth Bell*, her heirs and aſſigns for ever; and the ſaid *William Fenn* for himſelf, his heirs, executors, and adminiſtrators, and for every of them doth covenant, promiſe, and agree to and with the ſaid *Richard Roe*, his heirs and aſſigns by theſe preſents in manner following (that is to ſay) that he the ſaid *William Fenn* and *Mary* his wife,

And for want of ſuch appointment,

to the uſe of the party intitled to the reverſion.

wife, and *Elizabeth Bell* now at the time of the ſealing and delivery of theſe preſents are lawfully and rightfully ſeiſed of a good eſtate of freehold and inheritance in fee ſimple of and in the meſſuages, lands, tenements, hereditaments, and premiſſes hereby granted and releaſed, with the appurtenances, and now hath in themſelves good right, and lawful power and authority to grant and releaſe the ſaid premiſſes to the ſaid *Richard Roe* his heirs and aſſigns, ſubject to ſuch proviſo and condition as aforeſaid. *And alſo* that he the ſaid *William Fenn* his heirs, executors, or adminiſtrators, or ſome or one of them ſhall and will well and truly pay, or cauſe, to be paid unto the ſaid *Richard Roe*, his executors, adminiſtrators, or aſſigns the ſaid ſum of ſix hundred pounds together with intereſt for the ſame after the rate aforeſaid, at ſuch times and in ſuch proportions and manner as herein before mentioned and appointed for payment thereof. *And alſo* that if default ſhall be made in payment of the ſaid ſum of ſix hundred pounds and intereſt or any part thereof, at the times and in the proportions and manner herein before limited and appointed for payment thereof, then and from thenceforth it ſhall and may be lawful to and for the ſaid *Richard Roe*, his heirs and aſſigns, to enter into and upon the ſaid meſſuages, lands, tenements, hereditaments, and premiſſes with the appurtenances hereby granted and releaſed or mentioned or intended ſo to be, or

Covenant from the mortgagors that they have right to grant, &c.

and will pay the mortgage money,

and in default the mortgagee may enter.

any part or parcel thereof. *And* to have, hold, poſſeſs, and enjoy the ſame, and receive and take the rents, iſſues, and profits thereof, to and for the uſe of the ſaid *Richard Roe*, his heirs and aſſigns, without any lawful let, ſuit, interruption diſturſbance, claim, or demand whatſoever of, from, or by the ſaid *William Fenn* and *Mary* his wife, and *Elizabeth Bell* or any of them, or any perſon or perſons whomſoever, lawfully claiming or to claim by from or under them, or any of them (except the child or children of the ſaid *William Fenn* on the body of the ſaid *Mary* his wife begotten or to be begotten) and that free and clear, and freely and clearly acquitted exonerated and diſcharged of, from, and againſt all manner of bargains, ſales, jointures, dowers, intails, mortgages, judgments, ſtatutes, debts, charges, and incumbrances, whatſoever (except the limitations in the ſaid indenture of ſettlement of the 20th day of *January* 17— to the uſe or for the benefit of the child or children of the ſaid *William Fenn* on the body of the ſaid *Mary* his wife, begotten or to be begotten) AND ALSO that if any default ſhall be made in the payment of the ſaid ſum of ſix hundred pounds, and the intereſt thereof, or any part thereof as aforeſaid, then the ſaid *William Fenn* and *Mary* his wife, ſhall and will at all times from thenceforth at the requeſt of the ſaid *Richard Roe*, his executors, adminiſtrators,

and peaceably enjoy free from all claims,

except of the children of mortgagors to be begotten,

free from incumbrances,

except the ſettlement.

In default of payment, further aſſurances to be executed.

tors, or aſſigns, make, do ſeal, deliver, acknowledge, levy, ſuffer, and execute, or cauſe and procure to be made, done, ſealed, delivered, acknowledged, levied, ſuffered, and executed all and every ſuch further and other acts and deeds, conveyances and aſſurances in the law whatſoever, for the better, more perfect and abſolute granting and confirming the ſaid meſſuages, lands, tenements, hereditaments, and premiſſes with the appurtenances hereby granted and releaſed unto the ſaid *Richard Roe*, his heirs and aſſigns for ever, or as the ſaid *Richard Roe*, his heirs or aſſigns ſhall direct and appoint, freed and diſcharged of and from all equity of redemption whatſoever as by him the ſaid *Richard Roe*, his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed or required, ſubject nevertheleſs to the limitations in the ſaid indenture of ſettlement contained to the uſe or for the benefit of the child or children of the ſaid *William Fenn* on the body of the ſaid *Mary* his wife, begotten or to be begotten. *Provided always*, that until default ſhall be made of or in payment of the ſaid ſum of ſix hundred pounds and intereſt, or ſome part thereof in breach of the proviſo, and covenant herein before in that behalf contained, it ſhall and may be lawful to and for the ſaid *William Fenn* and *Mary* his wife, and the ſurvivor of them, to hold and enjoy the ſaid

Subject to the uſes in ſettlement.

Proviſo that the mortgagors may enjoy till breach of payment.

meſſuages, lands, tenements, hereditaments, and premiſſes hereby granted and releaſed, or intended ſo to be, with their and every of their appurtenances, and the rents and profits thereof to take and receive to his and their own uſe, without any lawful let, ſuit, diſturbance, interruption, claim, or demand whatſoever, of, from, or by the ſaid *Richard Roe*, his heirs or aſſigns, or any perſon or perſons lawfully claiming or to claim by, from, or under him, them, or any of them. IN WITNESS, &c.

I approve of this draft,

WM. RIVETT.

No. V. *A mortgage of Lands by a Tenant for Life in Poſſeſſion, for ſecuring an Annuity.——Peruſed by Mr.* Rivett.

THIS INDENTURE, &c. between *Abel Andrews* of, *&c.* of the one part; and *Baſil Bew* of, *&c.* of the other part. *Whereas John Andrews* late of, *&c.* deceaſed, did in and by his laſt will and teſtament duly executed bearing date, give and deviſe all, *&c.* to his brother *James Andrews* for life, without impeachment of waſte, and after the determination of that eſtate, then to the eldeſt and other ſons of his ſaid brother *James Andrews* in tail, and in default of ſuch iſſue to the daughters of his ſaid brother *James Andrews* as tenants in

A will recited under which the grantor is intitled.

in common, and for want of ſuch iſſue to his couſin *Abel Andrews* of, *&c.* for his life, without impeachment of waſte, and from and after the determination of that eſtate to *Abel Andrews* party hereto ſon of the ſaid *Abel Andrews* for his life without impeachment of waſte and from and after the determination of that eſtate to the eldeſt and other ſons of the ſaid *Abel Andrews* in tail, and in default of ſuch iſſue to the daughters of the ſaid *Abel Andrews* as tenants in common with other remainders over, as by the ſaid will, relation being thereunto had, may more fully appear. *And whereas* the ſaid *J. Andrews* is ſince dead without iſſue, and the ſaid *Abel Andrews* the father is ſince alſo deceaſed whereby the ſaid *Abel Andrews* the ſon, party hereto, is become ſeiſed of the freehold in poſſeſſion of the ſaid meſſuages as deviſed by the ſaid recited will of the ſaid *John Andrews* as aforeſaid. *And whereas* the ſaid *Baſil Bew* hath this day advanced and paid unto the ſaid *Abel Andrews* the ſum of four hundred and eighty pounds of lawful money of *Great Britain* in conſideration whereof the ſaid *Abel Andrews* hath agreed to pay to him the ſaid *Baſil Bew*, one annuity or yearly ſum of ſixty pounds of like lawful money, clear of all taxes, and deductions whatſoever, for and during the natural life of him the ſaid *Abel Andrews* by even and equal halfyearly payments, to wit, on the feaſt days of — and — in every year, and for ſecuring

The grantor in poſſeſſion,

hath agreed to grant an annuity chargeable upon the premiſſes.

ſecuring the payment thereof accordingly, the ſaid *Abel Andrews* hath agreed to charge his eſtate for life in the ſaid premiſſes with the payment of the ſaid annuity. NOW THIS INDENTURE WITNESSETH that for and in conſideration of the ſaid ſum of four hundred and eighty pounds of lawful money of *Great Britain* unto him the ſaid *Abel Andrews* party hereto in hand paid by the ſaid *Baſil Bew* at or before the ſealing and delivery of theſe preſents, the receipt whereof he the ſaid *Abel Andrews* doth hereby acknowledge, and thereof, and of and from the ſame and every part thereof doth acquit, releaſe, and for ever diſcharge the ſaid *Baſil Bew*, his executors, adminiſtrators, and aſſigns, and every of them by theſe preſents. He the ſaid *Abel Andrews* hath granted, bargained, ſold, and demiſed, and by theſe preſents doth grant, bargain, ſell, and demiſe unto the ſaid *Baſil Bew*, his executors, and adminiſtrators, and aſſigns, all thoſe, *&c.* by the ſaid recited will of the ſaid *John Andrews* deviſed as aforeſaid, or intended ſo to be, with their and every of their appurtenances, and the yearly and other rents, iſſues, and profits reſerved, had, due or payable upon any demiſe or demiſes of the ſaid premiſſes or any part thereof. *To have and to hold* all and ſingular the ſaid meſſuages with their appurtenances hereby granted, bargained, and ſold, or meant, mentioned or intended ſo to be, and every part and parcel thereof unto the ſaid *Baſil Bew*, his executors, adminiſtrators

The conſideration.

The grant and demiſe.

Habendum.

ſtrators, and aſſigns from the day next before the day of the date of theſe preſents for and during and unto the full end and term of ninety-nine years from thence next enſuing and fully to be compleat, and ended, (if he the ſaid *Abel Andrews* ſhould ſo long live) yielding and paying therefore yearly and every year during the ſaid term unto the ſaid *Baſil Bew* or his aſſigns the yearly rent of one pepper corn only if the ſame ſhall be lawfully demanded, to the intent and purpoſe that the ſaid *Baſil Bew*, his executors, adminiſtrators or aſſigns, ſhall and do receive and take the yearly rents, iſſues, and profits of the ſame premiſſes, and thereout deduct and retain to himſelf or themſelves the annual ſum of ſixty pounds clear of all taxes and abatements whatſoever, in ſatisfaction of the annuity agreed to be paid him as aforeſaid, and after payment and ſatisfaction thereof, then upon truſt to pay over the reſidue or ſurplus of the ſaid rents and profits unto the ſaid *Abel Andrews* or his aſſigns and to, for or upon no other truſt, intent, or purpoſe whatſoever: *Provided always* and theſe preſents are nevertheleſs upon this expreſs condition that in caſe the ſaid *Abel Andrews* or his aſſigns do and ſhall, well and truly pay or cauſe to be paid unto the ſaid *Baſil Bew*, his executors, adminiſtrators, or aſſigns, the ſaid annuity or yearly ſum of ſixty pounds of lawful money, yearly and every year, for and during the natural life of the ſaid *Abel Andrews*, on the feaſts of

For 99 years determinable upon the death of grantor.

To the intent that the grantee may receive the rents to ſatisfy the annuity.

Proviſo that the grantor upon payment of the annuity may enjoy.

— and

—— and —— in each year, by even and equal half yearly payments next and immediately enſuing each other, the firſt half yearly payment of the ſaid annuity to begin and be made on the feaſt of ——— without making in reſpect any deduction or abatement thereout, for or of any taxes, aſſeſſments, royal aids, or other matter, cauſe, or thing whatſoever, already laid or impoſed, or which at any time hereafter ſhall be laid or impoſed on the ſaid premiſſes hereby demiſed, or any part thereof; then and in ſuch caſe, it ſhall and may be lawful for the ſaid *Abel Andrews*, or his aſſigns, to receive and take the whole rents and profits of the ſaid hereby demiſed premiſſes, any thing herein before contained to the contrary thereof in anywiſe notwithſtanding: And the ſaid *Abel Andrews*, for himſelf, his heirs, executors, and adminiſtrators, doth covenant, grant, promiſe, and agree, to and with the ſaid *Baſil Bew*, his executors, adminiſtrators, and aſſigns, and every of them by theſe preſents, that he the ſaid *Abel Andrews* or his aſſigns, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Baſil Bew*, his executors, adminiſtrators, or aſſigns, the ſaid annuity or yearly ſum of ſixty pounds of lawful money of *Great Britain*, at or upon the feaſts of —— and —— in each year, by even and equal portions, as the ſame ſhall reſpectively become due and payable, without making any deduction or abatement whatſoever thereout, for

Covenant from the grantor to pay the annuity.

for or in reſpect of any taxes, aſſeſſments, royal aids, or other matter, cauſe, or thing whatſoever, according to the tenor and true meaning of the proviſo aforeſaid; *And* the ſaid *Abel Andrews* doth hereby for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, and grant, to and with the ſaid *Baſil Bew*, his executors, adminiſtrators, and aſſigns, in manner following (that is to ſay) that he the ſaid *Abel Andrews*, hath in himſelf good right, full power, and lawful, and abſolute authority to grant, bargain, ſell, and demiſe all and ſingular the ſaid meſſuages, *&c.* and all and ſingular other the premiſſes, with their appurtenances, and every part and parcel thereof, unto the ſaid *Baſil Bew*, his executors, adminiſtrators, and aſſigns, for the ſaid term of ninety-nine years, (determinable as aforeſaid), *And* that he the ſaid *Abel Andrews* hath not committed, done, or ſuffered, or cauſed or procured to be committed, done, or ſuffered, any act or acts, thing or things whatſoever, whereby the ſaid premiſſes, or any part thereof now are, or ſhall or may be, at any time or times hereafter, during the term aforeſaid, impeached, charged, or incumbred, in title, charge, eſtate, or otherwiſe howſoever; *And* that the ſaid *Baſil Bew*, his executors, adminiſtrators, and aſſigns, ſhall and may from and after default ſhall be made in the payment of the ſaid annuity or yearly ſum of ſixty pounds, or

That he has power to grant,

Covenant that no act has been done to incumber,

that the grantee may enter after default in payment.

or any part thereof, on the days and times above appointed for payment thereof, according to the true intent and meaning of theſe preſents, peaceably and quietly have, hold, and enjoy the ſaid hereby granted and demiſed premiſſes, with their and every of their appurtenances, for and during all the ſaid term hereby demiſed, (determinable as aforeſaid) without the let, ſuit, trouble, or moleſtation, of him the ſaid *Abel Andrews*, or his aſſigns, or any other perſon or perſons whatſoever; and that free and clear, and freely and clearly acquitted, exonerated, and diſcharged, of and from all manner of former and other bargains, ſales, gifts, grants, jointures, dowers, right, title of dower, forfeitures, mortgages, uſes, wills, judgments, executions, extents, ſtatutes, recognizances, obligations, debts, ſeizures, fines, charges, and incumbrances whatſoever,; *And* the ſaid *Abel Andrews*, doth for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, grant, and agree, to and with the ſaid *Baſil Bew*, his executors, adminiſtrators, and aſſigns, by theſe preſents, that he the ſaid *Abel Andrews*, his heirs, executors, adminiſtrators, and aſſigns, and all and every other perſon and perſons, having or lawfully claiming, or which ſhall or may at any time or times hereafter, have or claim any lawful eſtate, right, title, or intereſt of, in, to, or out of the ſaid premiſſes

Covenant for further aſſurances,

hereby granted, and demiſed, or meant, mentioned or intended ſo to be, or any part or parcel thereof, by, from, or under him or them, ſhall and will from time to time, and at all times hereafter, at the reaſonable requeſt of the ſaid *Baſil Bew*, his executors, adminiſtrators, or aſſigns, at the proper coſts and charges, in the law, of the ſaid *Abel Andrews*, make, do, acknowledge, execute and ſuffer, or cauſe and procure to be made, done, acknowledged, executed, and ſuffered, all and every ſuch further and other act and acts, thing and things, conveyances and aſſurances in the law whatſoever, for the further conveying and confirming all and ſingular the ſaid premiſſes, with the appurtenances, and every part and parcel thereof, unto the ſaid *Baſil Bew*, his executors, adminiſtrators, and aſſigns, for and during all the reſt, reſidue, and remainder, which ſhall be then to come and unexpired, of the ſaid term of ninety-nine years hereby granted, (determinable as aforeſaid) as by the ſaid *Baſil Bew*, his executors, adminiſtrators, or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed, or required.

In witness, &c.

A Deed

No. VI.

A Deed of Covenants upon ſurrendering a Copyhold Eſtate by Way of Mortgage.

A ſurrender with proviſo of redemption recited.

THIS INDENTURE, *&c.* between *Richard Roe* of, *&c.* and *Samuel Sims*, of, *&c.* of the one part; and *Jane Jenner* of, *&c.* of the other part; *Whereas* the ſaid *Richard Roe* hath on the day of the date of theſe preſents, ſurrendered into the hands of the lord of the manor of *E.* in the county of *E.* by the rod, according to the cuſtom of the ſaid manor, by the acceptance of *A. B.* of, *&c.* in the name and ſtead of *C. D.* eſq; chief ſteward of the manor aforeſaid, being thereunto lawfully authoriſed, by a deputation or letter of attorney, bearing date, *&c.* to him the ſaid *A. B.* for that purpoſe made and given by the ſaid *C. D.* All, *&c.* to hold according to the cuſtom of the ſaid manor, with a proviſo, and upon condition nevertheleſs, that if the ſaid *Richard Roe*, party hereto, his heirs, executors, adminiſtrators, or aſſigns, did and ſhould well and truly pay or cauſe to be paid, to the ſaid *Jane Jenner*, her heirs, executors, or adminiſtrators, the full ſum of five hundred and ſeventy-ſeven pounds, on the ——— day of ———, now next enſuing, then the ſaid ſurrender to be void and of none effect, as by the ſaid ſurrender, relation being thereunto had, may more fully appear: NOW THIS INDENTURE

WITNESSETH

WITNESSETH, that the ſaid *Richard Roe*, party hereto, doth for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, and agree, to and with the ſaid *Jane Jenner*, her executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *Richard Roe*, his heirs, executors, or adminiſtrators, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *Jane Jenner*, her executors, adminiſtrators, or aſſigns, the ſaid ſum of —— pounds, of good and lawful money of *Great Britain*, at the day and time, and in manner and form in the ſaid proviſo or condition of the ſaid before recited ſurrender limited and appointed for the payment thereof: *Provided always*, and it is hereby declared by and between the ſaid parties hereto, and it is the true intent and meaning of them and of theſe preſents, that if he the ſaid *Richard Roe*, his heirs, executors, or adminiſtrators, do and ſhall from time to time, and at all times hereafter during the continuance of the ſaid recited mortgage or conditional ſurrender to the ſaid *Jane Jenner* as aforeſaid, well and truly pay, or cauſe to be paid, unto the ſaid *Jane Jenner*, her executors, adminiſtrators, or aſſigns, the intereſt of five hundred and fifty pounds, part of the ſaid five hundred and ſeventy-ſeven pounds and ten ſhillings, from time to time as the ſame ſhall grow due and owing, or become payable at the two feaſt days or days of payment in the year hereinafter mentioned

(that is to ſay); on the feaſt day of ——— and ——— next enſuing the date hereof, or within fourteen days next over or after any or either of the ſaid feaſt days, at the rate of four pounds *per cent. per ann. Then* the intereſt of the ſaid principal ſum of five hundred and fifty pounds, ſhall and remain payable at the rate of four pounds *per cent. per ann.* only, any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding: *And* the ſaid *Richard Roe* and *Samuel Sims*, for themſelves ſeverally, and for their ſeveral and reſpective heirs, executors, and adminiſtrators, do hereby covenant, promiſe, and agree to and with the ſaid *Jane Jenner*, her heirs, executors, adminiſtrators, and aſſigns, that at the time of the making the hereinbefore recited ſurrender, they or one of them had a good eſtate of inheritance in fee ſimple according to the cuſtom of the ſaid manor, of and in all and ſingular the meſſuages, *&c.* before mentioned to be ſurrendered, and had good right and lawful and abſolute power and authority in themſelves, or one of them, to ſurrender the ſame and every part thereof unto the ſaid *Jane Jenner*, her heirs and aſſigns, in manner and form aforeſaid, and that the ſame are free from all former ſurrender and ſurrenders and incumbrances whatſoever; and further alſo, that ſhe the ſaid *Jane Jenner*, her heirs, executors, adminiſtrators, or aſſigns, ſhall, and lawfully may, from time to time, and at all

all times, from and after default ſhall be made in payment of the ſaid ſum of ——— pounds, or any part thereof, at the day and time in the ſaid proviſo or condition of the ſaid hereinbefore recited ſurrender, limited or appointed for payment thereof, freely, quietly, and peaceably have, hold, uſe, occupy, poſſeſs, and enjoy all and ſingular the ſaid meſſuages, *&c.* and receive and take the rents, iſſues and profits thereof, to her and their own proper uſe and behoof without any manner of let, trouble, denial, interruption, or diſturbance of or by the ſaid *Richard Roe*, or of, or by the ſaid *Samuel Sims*, their heirs or aſſigns, or any or either of them, or any perſon or perſons claiming or to claim, by, from, or under them, any or either of them, or any other perſon or perſons whomſoever; *And* moreover, that in caſe of any ſuch default in payment of the ſaid ſum of five hundred and ſeventy-ſeven pounds and ten ſhillings, at the day and time, and in manner aforeſaid, he the ſaid *Richard Roe*, his heirs and aſſigns, and the ſaid *Samuel Sims*, and all and every other perſon and perſons, having or lawfully claiming any eſtate, right, title, or intereſt of, in, or to the ſaid meſſuages, *&c.* or any part thereof, by, from, or under the ſaid *Richard Roe*, ſhall and will from time to time, and at all times, after any ſuch default made in payment as aforeſaid, upon the reaſonable requeſt of the ſaid *Jane Jenner*, her heirs and aſſigns, make, do, levy, execute, ac-

knowledge, and ſuffer all and every ſuch further and other act and acts, thing and things, for the further better and more perfect ſurrendering, aſſigning, ſelling, and confirming of the ſaid meſſuages, &c. and every part thereof, with the appurtenances, unto the ſaid *Jane Jenner*, her heirs or aſſigns, be it by fine or fines, or common recovery, according to the cuſtom of the ſaid manor, ſurrender, releaſe, or confirmation, or all or any of the ſaid ways or means, or by any other ways or means in the law whatſoever, as by the ſaid *Jane Jenner*, her heirs or aſſigns, or her or their counſel, ſhall be reaſonably deviſed or adviſed and required, and after default in payment as aforeſaid, all and every fine and fines, recovery and recoveries, and other acts and things at any time heretofore or hereafter acknowledged, ſuffered, or done, of or concerning the ſaid premiſſes, or any part thereof by the ſaid *Richard Roe*, or any other perſon or perſons whatſoever, ſhall be and enure, and ſhall be adjudged, deemed, and taken to be and enure to the uſe of the ſaid *Jane Jenner*, her heirs and aſſigns. In Witness, &c.

A Mort-

A Mortgage in Fee, with a Proviſo for reducing the Intereſt, if paid within a limited Time.— Settled by Mr. WILBRAHAM. No. VII.

THIS indenture, tripartite, *&c.* between *John Mark* the elder of, *&c.* of the firſt part; *John Mark* the younger, (eldeſt ſon of the ſaid *John Mark* the elder by *Elizabeth* his wife) and *Elizabeth Mark* and *Mary Mark*, ſpinſters, (the daughters of the ſaid *John Mark* the elder, by the ſaid *Elizabeth* his wife) of the ſecond part; and *R. Wilbraham* of, *&c.* of the third part; WITNESSETH, That for and in conſideration of the ſum of three thouſand pounds of lawful money of *Great Britain*, to him the ſaid *John Mark* the elder, in hand, well and truly paid, by the ſaid *R. Wilbraham*, at or before the ſealing and delivery of theſe preſents, the receipt and payment whereof he the ſaid *John Mark* the elder doth hereby acknowledge, *&c.* and alſo in conſideration of the ſum of five ſhillings a-piece of like lawful money, to him the ſaid *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark*, in hand alſo paid by the ſaid *R. Wilbraham* at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby alſo acknowledged, and for ſecuring the repayment of the ſaid ſum of three thouſand pounds, together with intereſt for the ſame, to the ſaid *R. Wilbraham*, his executors, The conſideration.

adminiſtrators, and aſſigns, in manner hereinafter mentioned; he the ſaid *John Mark* the elder, by and with the conſent and approbation of the ſaid *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark* (teſtified by their being made parties to, and ſealing and delivering theſe preſents) HATH granted, bargained, ſold, aliened, remiſed, and releaſed, and the ſaid *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark*, *have*, and each of them *hath* releaſed, ratified, and confirmed, and by theſe preſents the ſaid *John Mark* the elder, DOTH grant, bargain, ſell, alien, remiſe, and releaſe; and the ſaid *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark*, *Do*, and each of them *doth* releaſe, ratify, and confirm, unto the ſaid *R. Wilbraham* in his actual poſſeſſion, now being by virtue of a bargain and ſale, to him thereof made by the ſaid *John Mark* the elder, in conſideration of five ſhillings by indenture bearing date the day next before the day of the date of theſe preſents, for the term of one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, (and by force of the ſtatute made for transferring uſes into poſſeſſion) and his heirs, *All* that capital meſſuage, *&c.* all which meſſuages, tenements, lands, hereditaments, and premiſſes were heretofore purchaſed by the ſaid *John Mark* of ——, and all and ſingular the

The conveyance and confirmation.

Poſſeſſion transferred.

the houſes, out-houſes, edifices, buildings, barns, ſtables, yards, gardens, orchards, trees, woods, under-woods, ways, paths, paſſages, waters, water-courſes, commons, common of paſture, eaſements, profits, priviledges, commodities, advantages, hereditaments, and appurtenances whatſoever, to the ſaid meſſuages, tenements, lands, and premiſſes, or to any part thereof, belonging, or in any wiſe appertaining, or therewith uſed, held, occupied, or enjoyed, or accepted, reputed, taken, or known, as part, parcel, or member thereof, and all other the meſſuages, tenements, lands, hereditaments, and premiſſes whatſoever, of him the ſaid *John Mark* the elder, or whereof or wherein he or the ſaid *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark*, or any of them, or any other perſon or perſons, in truſt for him, her, them, every, or any of them, are or is ſeiſed of, or intitled to any eſtate or intereſt whatſoever, in poſſeſſion, reverſion, remainder, or expectancy, ſituate, lying, or being in the ſaid ſeveral pariſhes, places, or townſhips of ———, and —— aforeſaid, or any of them, or any other town or village, precinct or territories near thereunto adjoining, or elſewhere in the ſaid county of *S.* and the reverſion and reverſions, remainder and remainders of all and ſingular the ſaid premiſſes, and all the eſtate, right, title, and intereſt of them, the ſaid *John Mark* the elder, *John Mark* the younger, *Elizabeth* General words.

Mark the younger and *Mary Mark* of, in, and to the ſame premiſſes and every or any part thereof.

Habendum:

To have and to hold the ſaid capital and other meſſuages, tenements, lands, hereditaments, and all and ſingular other the premiſſes herein before granted and releaſed and mentioned and intended ſo to be, with their and every of their appurtenances, unto the ſaid *R. Wilbraham* his heirs and aſſigns, *to the only proper uſe and behoof* of the ſaid *R. Wilbraham*, his heirs and aſſigns for ever.

The proviſo of redemption.

PROVIDED ALWAYS, and it is hereby expreſsly declared and agreed by and between the ſaid *R. Wilbraham* and *John Mark* the elder, and the true intent and meaning of theſe preſents, and the ſaid parties hereto nevertheleſs is, that if the ſaid *John Mark* the elder, his heirs, executors, adminiſtrators, or aſſigns, or any of them do and ſhall well and truly pay or cauſe to be paid unto the ſaid *R. Wilbraham*, his executors, adminiſtrators, or aſſigns the ſum of three thouſand one hundred and thirty-five pounds of good and lawful money of *Great Britain* in ſuch ſhares and proportions and at ſuch times as are hereinafter mentioned (that is to ſay) the ſum of ſixty-ſeven pounds and ten ſhillings being ſix months intereſt for the ſaid principal ſum of eight thouſand pounds after the rate of four pounds and ten ſhillings for every hundred pounds for a year on the —— day of —— next enſuing the date of theſe preſents, and the ſum of three thouſand and ſixty-

ſeven

ſeven pounds and ten ſhillings, reſidue thereof, being the whole of the ſaid principal ſum of three thouſand pounds, and another half year's intereſt thereof, after the rate aforeſaid, on the —— day of *Auguſt* then next following, both which will be in the year of our Lord —— without making any deduction or abatement whatſoever, out of the ſame, or any part thereof, for or in reſpect of any taxes, charges, aſſeſſments, payments, or any other matter, cauſe, or thing whatſoever, taxed, charged, or impoſed, or to be taxed, charged, or impoſed on the hereby granted and releaſed capital and other meſſuages, *&c.* or any part thereof, or upon the ſaid ſum of three thouſand one hundred and thirty five pounds, or any part thereof, or upon the ſaid *R. Wilbraham*, his heirs, executors, adminiſtrators, or aſſigns, for or in reſpect of them or either of them, or any part of them, or either of them, by authority of parliament or otherwiſe howſoever, then and after ſuch payments ſhall be ſo made as aforeſaid, he the ſaid *R. Wilbraham*, his heirs or aſſigns, ſhall and will upon the requeſt and at the coſts and charges of the ſaid *John Mark* the elder, his heirs, executors, adminiſtrators, or aſſigns, convey the ſaid capital and other meſſuages, *&c.* with their and every of their appurtenances, unto the ſaid *John Mark* the elder, or his heirs and aſſigns, or to ſuch perſon or perſons, and for ſuch eſtate and

eſtates

eſtates as he or they ſhall for that purpoſe direct or appoint, free from all incumbrances whatſoever, made, done, or committed by him the ſaid *R. Wilbraham*, his heirs or aſſigns, as by the ſaid *John Mark* the elder, his heirs or aſſigns, or his or their counſel *&c.* ſo as for the doing thereof the ſaid *R. Wilbraham*, his heirs or aſſigns, or any of them be not compelled or compellable to go or travel from the place or places of his, their, or any of their uſual abode or dwelling. AND the ſaid *John Mark* the elder, doth hereby for himſelf, his heirs, executors, adminiſtrators, and aſſigns, covenant, promiſe, and agree to and with the ſaid *R. Wilbraham*, his reſpective heirs, executors, adminiſtrators, and aſſigns in manner following, (that is to ſay) that he the ſaid *John Mark* the elder, his heirs, executors, adminiſtrators, or aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. Wilbraham*, his executors, adminiſtrators, or aſſigns, the aforeſaid ſum of three thouſand one hundred and thirty-five pounds, at ſuch times, and in ſuch ſhares and proportions, as are for that purpoſe mentioned and expreſſed in the aforeſaid proviſo, without any manner of deduction or abatement whatſoever, according to the true intent and meaning of theſe preſents. AND alſo that they the ſaid *John Mark* the elder, *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark*, ſome or one of them, at the time of ſealing and delivering

Covenant to pay the mortgage money.

That the mortgagors are ſeiſed in fee.

delivering of theſe preſents, are or is, and ſtand or ſtandeth lawfully and abſolutely ſeiſed to them or ſome or one of them, and their, ſome, or one of their heirs, of a good, ſure, abſolute, and indefeaſible eſtate of inheritance in fee ſimple, of and in all and ſingular the ſaid capital and other meſſuages, *&c.* without any manner of truſt, power of revocation, limitation of uſe or uſes, or any other reſtraint, matter, cauſe, or thing whatſoever, to alter, change, charge, determine, defeat, or make void the ſame (except as is hereinafter mentioned to be excepted). AND FURTHER that they the ſaid *John Mark* the elder, *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark* have in themſelves, or ſome or one of them have or hath in themſelves, him or herſelf, good right, full power, lawful and abſolute authority to grant, bargain, ſell, releaſe, and convey, ratify, and confirm all and ſingular the aforeſaid capital and other meſſuages, *&c.* with their and every of their appurtenances, unto the ſaid *R. Wilbraham*, his heirs and aſſigns, in manner and form aforeſaid; And that from and after default ſhall be made in payment of the aforeſaid ſum of three thouſand one hundred and thirty-five pounds, or any part thereof contrary to the true intent and meaning of theſe preſents, it ſhall and may be lawful to and for the ſaid *R. Wilbraham*, his heirs or aſſigns, into all and ſingular the hereby granted

have a right to convey.

The mortgagee may enter in default of payment.

granted and releaſed capital and other meſſuages, *&c.* to enter, and the ſame from thenceforth peaceably and quietly to have, hold, occupy, poſſeſs, and enjoy, and the rents, iſſues, and profits thereof, and of every part thereof, to receive and take to his and their own uſe and uſes, without any let, ſuit, trouble, denial, eviction, interruption, or diſturbance, of, from, or by the ſaid *John Mark* the elder, his heirs or aſſigns, or any other perſon or perſons whatſoever, any eſtate having, or lawfully claiming, of, in or to the ſaid capital and other meſſuages, *&c.* or any part or parts thereof, freed, acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved harmleſs and kept indemnified by the ſaid *John Mark* the elder, his heirs, executors, adminiſtrators, and aſſigns, of, from, and againſt all and all manner of former and other gifts, grants, bargains, ſales, jointures, dowers, mortgages, ſettlements, uſes, wills, intails, annuities, rent charges, rent ſeck, and arrears of rent, fines, iſſues, amerciaments, ſtatutes, recognizances, judgments, executions, extents, ſeizures, ſequeſtrations, and of, from, and againſt all other eſtates, titles, troubles, charges, and incumbrances whatſoever, ſave and except ſeveral rent charges, fee farm, or other rents or annual payments, not exceeding in the whole the ſum of ——— pounds a-year, iſſuing and payable out of the ſaid premiſſes or ſome part or

freed from former incumbrances.

Exception.

or parts thereof; *And* the ſaid *John Mark* the elder, *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark*, do hereby ſeverally for themſelves, and for their ſeveral and reſpective heirs, executors, adminiſtrators, and aſſigns, acts and deeds, but not jointly, or the one for the other of them, or for the heirs, executors, adminiſtrators or aſſigns, acts or deeds of the other of them, covenant, promiſe, and agree to and with the ſaid *R. Wilbraham*, his heirs, executors, adminiſtrators, and aſſigns, that from and after default ſhall be made, of or in payment of the aforeſaid ſum of three thouſand one hundred and thirty-five pounds, or any part thereof, contrary to the aforeſaid proviſo and covenant, and the true intent and meaning of theſe preſents, they the ſaid *John Mark* the elder, *John Mark* the younger, *Elizabeth Mark* the younger, and *Mary Mark*, their heirs, executors, adminiſtrators, and aſſigns, and all and every other perſon and perſons, any eſtate, right, title, or intereſt, having, or lawfully, or equitably claiming, or to have, or lawfully or equitably claim, of, in, to, or out of the ſaid capital and other meſſuages, *&c.* with their and every of their appurtenances, or any part or parts thereof, (ſave and except only ſuch perſon or perſons as is, are, or ſhall be, or become intitled to the aforeſaid rent charges, fee farm, or other rents or annual payments in reſpect thereof,) ſhall and will from time to time and

Covenant for further aſſurances after default of payment.

and at all times thereafter, upon the reaſonable requeſt of the ſaid *R. Wilbraham*, his heirs, or aſſigns, but at the coſts and charges of the ſaid *John Mark* the elder, his heirs, executors, adminiſtrators, or aſſigns, make, do, and execute, or cauſe, *&c.* all and every ſuch further and other lawful and reaſonable act or acts, thing and things, conveyances and aſſurances, in the law whatſoever, for the further and better, more perfect and abſolute conveying, aſſuring, and confirming all and ſingular the hereinbefore granted and releaſed capital, and other meſſuages unto and to the uſe of the ſaid *R. Wilbraham*, his heirs and aſſigns, freed and diſcharged of and from the aforeſaid proviſo or agreement for redemption thereof, be it by deed or deeds, indented or not indented, inrolled, or not inrolled, fine or fines, common recovery or recoveries, as by the ſaid *R. Wilbraham*, his heirs or aſſigns, or his, or their counſel learned in the law ſhall reaſonably deviſed or adviſed and required; PROVIDED ALSO and it is hereby declared and agreed, by and between the ſaid *R. Wilbraham*, and *John Mark* the elder, that it ſhall and may be lawful to and for the ſaid *John Mark* the elder, his heirs and aſſigns, peaceably and quietly to have, hold, occupy, poſſeſs, and enjoy the hereby granted and releaſed capital, and other meſſuages, *&c.* with their and every of their appurtenances, and to receive, and take the rents, iſſues, and profits thereof to his and their own uſe

The mortgagor till default may enjoy.

uſe and uſes, until default ſhall be made in payment of the aforeſaid ſum of three thouſand one hundred and thirty-five pounds, or ſome part thereof, contrary to the aforeſaid proviſo and covenant, and the true intent and meaning of theſe preſents, without any let, ſuit, trouble, denial or interruption of, from, or by the ſaid *R. Wilbraham*, his heirs or aſſigns, or any other perſon or perſons whatſoever, lawfully claiming or to claim by, from, or under him, them, or any of them; *Provided laſtly*, and the ſaid *R. Wilbraham*, doth hereby declare and agree, to and with the ſaid *John Mark*, and the true intent and meaning of theſe preſents nevertheleſs further is, that if the ſaid *John Mark*, his heirs, executors, adminiſtrators, or aſſigns, or any of them do, and ſhall, ſo long as the ſaid principal ſum of three thouſand pounds, ſhall remain and continue on this preſent ſecurity, well and truly pay or cauſe to be paid unto the ſaid *R. Wilbraham*, intereſt for the ſaid ſum of three thouſand pounds, after the rate of four pounds *per centum per annum*, within three calendar months next after the ſeveral days and times, whereon half a year's intereſt ſhall from time to time become due and payable by virtue of theſe preſents; then and in ſuch caſe he the ſaid *R. Wilbraham*, his executors, *&c.* ſhall and will accept and take intereſt for the ſaid ſum of three thouſand pounds, after the aforeſaid rate of four pounds *per centum per annum*, only for every half-year, for which ſuch intereſt

Proviſo for reduction of the intereſt.

tereſt ſhall be ſo paid to him or them within the ſaid three calendar months, commencing as aforeſaid, any thing hereinbefore contained to the contrary thereof in anywiſe notwithſtanding. In WITNESS, &c.

There was a ſchedule of the deeds delivered the mortgagee, indorſed on the back of one of the ſkins in the following manner.

A Schedule of the Deeds and Evidences delivered to the within named R. Wilbraham, *upon the execution of a Mortgage for ſecuring to him the Sum of three Thouſand Pounds, and Intereſt, of which the within written is a Counterpart.*

After the ſpecification of the deeds the following acknowledgment was ſigned.

I DO hereby acknowledge that the ſeveral deeds and evidences compriſed in the above written ſchedule were delivered to me upon the execution of a mortgage to me for three thouſand pounds and intereſt, of which the within written is a counterpart; And I do hereby promiſe and undertake that the ſame ſhall be delivered, uncancelled, and unaltered to the within named *John Mark* the elder, his heirs, executors, adminiſtrators, or aſſigns, or as he or they ſhall direct, upon his or their paying to me, my executors, *&c.* all principal and intereſt due on the ſaid mortgage, unleſs I, my executors, *&c.* ſhall be prevented or hindered, by fire or other inevitable accident. As WITNESS my hand the day and year firſt within written.

Caſes

Caſes in reſpect to Mortgages.

Whether the Heir at Law of a Mortgagor, who was intitled to Leaſehold and Freehold Eſtates, under a Will, in the Nature of a Tenant in Tail, can by any and what Conveyances make an abſolute Title to the Mortgagee. No. I.

WILLIAM Wall being ſeiſed in fee, of the freehold, and poſſeſſed of the leaſehold premiſſes hereinafter mentioned, for the reſidue of a certain term of one thouſand years, which commenced at *Michaelmas* 17—, ſubject to a ground-rent of fourteen pounds a-year, during the leſſor's life, by his will, atteſted by three witneſſes, deviſed the ſame in the words following. 25th June 17—.

"I give and bequeath unto *John Som*, *Edward* "*Cox*, *John Hand*, and *Nicholas Ake*, and the "ſurvivor of them, and the executors of the "ſurvivor of them, thoſe my meſſuages or "mees places, known by the names of ——— "*Hill* and *Roſſes*, with all the lands thereunto "belonging, lying in the pariſh of *W*——— "in the county of *Worceſter*, and now in the "occupation of *Edward Thrup* and *John* "*Pricbet*, or their under-tenants, as alſo two "other cloſes in *W*——— aforeſaid, known "by the names of *Carpenter's Cloſe*, *alias* the

" *Hill* and *Carpenter's Platt, alias Harbor's Layes,*
" now in the occupation of *Richard Bodding-*
" *ham*, or his under-tenants (all which *Penelope*
" *Hill*, widow, did by indenture of leaſe, bear-
" ing date the 15th day *October* 17—, con-
" vey unto me and my aſſigns, during the
" term of one thouſand years,) upon ſpecial
" truſt and confidence that they the ſaid *John*
" *Som*, *Edward Cox*, *John Hand*, and *Nicholas*
" *Ake*, and their executors permit and ſuffer
" my kinſman *William Wall*, and *Hannah* his
" now wife, to enjoy the iſſues and profits of
" the ſaid lands and tenements, for and during
" the term of fourſcore years, if the ſaid *Wil-*
" *liam Wall* and *Hannah* his wife, or either of
" them ſhall ſo long live, and after the deceaſe
" of the ſaid *William Wall* and *Hannah* his wife,
" my will is, that the ſaid truſtees convey the
" ſaid lands and tenements, to the iſſues male
" of the ſaid *William Wall*, upon the body of
" the ſaid *Hannah*, lawfully to be begotten,
" according to the *priviledge* of their birth and
" ſeniority (that is to ſay) a leaſe for fourſcore
" years, to each male iſſue, and their male iſſue
" ſucceſſively, if ſuch iſſue male ſhall ſo long live,
" and ſo from time to time to be conveyed to
" ſuch male iſſue, in ſuch manner as is in uſe,
" in intails of lands of inheritance, according
" to the common law of *England*, during the
" term of the ſaid leaſe, and for want of ſuch
" iſſue male of the body of the ſaid *Hannah*,

" to

" to the iſſues male, of the ſaid *William Wall*,
" in manner and form aforeſaid, and for want of
" ſuch male iſſue of the body of the ſaid *William*
" *Wall*, to the iſſue male of *Thomas Wall* the
" ſon of my brother *Francis Wall*; and for
" want of ſuch iſſue male, the remainder of the
" term of years behind and unexpired, be con-
" veyed to my right heirs and their aſſigns.

" *Item*, I give unto the ſaid *William Wall*, all
" the right and title which I have in a meſſuage
" or tenement and lands thereunto belonging,
" which I bought of *John Bodham*, *William*
" *Snead*, and *Joyce Bodham*, widow, lying in
" *W*—— aforeſaid, at a place called the *B*——,
" to him and the heirs male of his body, law-
" fully to be begotten, for ever; and for want
" of ſuch iſſue male of the body of the ſaid
" *William Wall*, I give and bequeath the ſaid
" tenement and lands to *Thomas Wall*, the ſon
" of my brother *Francis Wall*, and the heirs
" male of *his* body lawfully to be begotten;
" and for default of ſuch iſſue male to my
" right heirs for ever."—And the ſaid teſtator appointed the ſaid *William Wall* ſole executor of his ſaid will, who duly proved the ſame in the Biſhop of *Worceſter*'s court.

William Wall, the deviſee and executor, enjoyed the ſaid premiſſes during his life, and died in 17—, leaving iſſue two ſons and ſix daughters, namely, *William*, *John*, *Hannah*, *Abigail*, *Mary*, *Elizabeth*, *Frances*, and *Patience*, and

by his will dated 10th *Auguſt* 17—, bequeathed the reſidue of his perſonal eſtate, after payment of his debts and legacies, to his four daughters, *Abigail*, *Mary*, *Frances*, and *Patience*, and the ſurvivor of them, but does not therein diſpoſe of any real eſtate, and appoints his wife, *Hannah*, ſole executrix of his will, who proved the ſame in the Prerogative Court of *Canterbury*, and is ſince dead inteſtate.

6th December 17—. By indenture of mortgage, *William Wall*, eldeſt ſon of *William Wall* the deviſee, demiſed both the ſaid freehold and leaſehold premiſſes, to *Samuel Row* for five hundred years, for ſecuring the payment of five hundred pounds, with intereſt, which mortgage hath ſince been duly aſſigned by the ſaid Mr. *Row* to Mr. *Urne*.

William Wall the mortgagor who enjoyed both the freehold and leaſehold premiſſes during his life, is lately dead inteſtate, and without iſſue, and his brother *John* who is his heir and adminiſtrator, and alſo heir of *William Wall* the firſt teſtator, and of *Penelope Hill* the leſſor, hath ſold the ſame to Mr. *Urne* the mortgagee for eight hundred pounds, and agreed to allow him out of the purchaſe money, the principal and intereſt due on the mortgage.

Qu. Whether Mr. *John Wall* can, by any and what conveyance, make Mr. *Urne* the mortgagee a good title to the ſaid free-

freehold and leaſehold premiſſes reſpectively?

Ans. "I think it is adviſeable for *John Wall* "to levy a fine *ſur conuzans de droit, &c.* of the "freehold, and declare the uſes thereof to the "mortgagee in fee, or for the corroborating "and confirming the term of five hundred "years, remainder to him the ſaid *John Wall* "in fee, and he may levy a fine *ſur conceſſit* of "the leaſehold, whereby he may grant the "leaſehold for the remainder of the term "compriſed in the leaſe. and this I think will "ſecure the title.

"J——H B——s."

"Upon the peruſal of this caſe two objects "of conſideration occur in it; firſt, with re-"gard to the leaſehold eſtate; ſecondly, with "regard to the freehold: and I take it for "granted, that *William Wall*, the deviſee "and executor of his uncle, never did any act "of aſſent to the bequeſt of this leaſehold eſtate "to the truſtees named in the will; and if not, "the legal eſtate remained in him till his death, "and afterwards devolved upon *Hannah* his "widow, as the executrix of an executor, and "is now in abeyance, and will continue ſo "till adminiſtration, with the will of the firſt "teſtator annexed, is committed to ſome body "or other; therefore I apprehend that *William*

" the mortgagor had no legal eſtate in him " at the time he made the mortgage to Mr. " *Row*; and it ſeems proper to conſider how " far the teſtator's intent to make a ſucceſſion " of eſtates for life can be followed according " to the rules of law, and what conſtruction a " court of equity might be ſuppoſed to put " upon the words of the truſt created by this " will, in order to preſerve the teſtator's intent " and meaning as far as the rules of law will " admit; and I incline to think, that in caſe " *William*, the grand nephew, had been *in eſſe* " at the time of his great uncle's deceaſe, and " the court had been applied to for its direction " and conſtruction upon the words of this will, " the court would have favoured the perpetuity " (which all executory deviſes are as far as they " go) and have ordered a ſtrict ſettlement to " have been made of this leaſehold eſtate; ſo " that after the death of *William*, the deviſee, " and *Hannah* his wife, *William* their ſon ſhould " only take as tenant for life, with remainder " to his iſſue male, abſolutely, if any; but in " default, then with remainder over; but as " the grand nephew was not in being at that " time, I think the court would not have ſtrict- " ly carried this truſt into execution, or entail- " ed this perſonalty, but have determined that " *William*, the mortgagor, was entitled in equi- " ty to the abſolute eſtate and intereſt therein; " And alſo that the leaſe for eighty years men-

" tioned

" tioned in the will, ought to be conſidered as
" a vain attempt to avoid the rules of law,
" and to create a perpetuity contrary thereto,
" and (taking the precedent and ſubſequent
" clauſes in the will together) to comprehend
" the whole intereſt of the teſtator in the one
" thouſand years term, and that in equity it
" paſſed to *William*, the mortgagor; and there-
" fore I apprehend that no further ſtep is ne-
" ceſſary to be taken to confirm the mortgage
" of the perſonalty, than by enabling the mort-
" gagee to bring an ejectment upon his own
" demiſe, by acquiring the legal eſtate from
" the adminiſtrator, with the will of the firſt
" teſtator annexed, which may be done by
" a deed of aſſent of the adminiſtrator, to the
" bequeſt in favour of *William* the mortgagor,
" and his ratifying and confirming the mort-
" gage; with regard to the teſtator's deviſe of
" the freehold eſtate, I think that *William*, the
" deviſee took an eſtate in tail male therein,
" and if no fine was levied, or recovery ſuffered,
" it devolved upon *William*, the mortgagor, as
" the iſſue in tail; and upon his death without
" iſſue, upon his brother the preſent Mr. *John*
" *Wall*, whom I look upon to be now tenant in
" tail male, with the reverſion in fee in himſelf,
" as the right heir of the firſt teſtator, (the re-
" mainder in favour of *Thomas*, the ſon of *Francis*
" *Wall*, in tail male, being ſpent and deter-
" mined by his dying without iſſue) and there-

" fore I think that if *John Wall* ratifies and " confirms the mortgage term and levies a fine, " and declares the uſes thereof, in the firſt " place, for the corroborating the mortgage " term, and ſubject thereto to the uſe of him- " ſelf and his heirs, the eſtate tail will be barred, " and Mr. *Urne*, the mortgagee, effectually " ſecured.

" THO. WESTON."

" Firſt, my opinion is, that, upon the death " of the teſtator, *William Wall* the uncle, the " legal eſtate in the leaſehold paſſed to his de- " viſees, *Som*, *Cox*, *Hand*, and *Ake*, upon the " truſts in the will mentioned. The firſt truſt was " to permit *William*, the nephew, and *Hannah* " his wife, to take the rents and profits for their " lives. This was giving the pernancy of the " profits in equity to the nephew for his life, " and he being made *ceſtuy que truſt* for life, " his poſſeſſion was the poſſeſſion of the truſtees " or deviſees before mentioned, and he was by " his entry their tenant at will. It is true he " was executor to the teſtator, and the primary " property is deemed to be in the executor, in " order that he may, by ſale or alienation, get aſ- " ſets for paying the debts and funeral expences, " *&c.* of the teſtator, and ordinarily the aſſent " of the executor is neceſſary to give a ſpecific " legatee ſuch a legal property as will enable " him to bring an action of trover, but the

" ſlighteſt

" ſlighteſt matter in the world will amount to " an aſſent to a legacy, it being one of thoſe " things that the law will, from any kind of " grounds, readily preſume. Here the very " perſon who was to have the poſſeſſion under " the truſt of the will entered, and the court will " preſume that that entry was to comply with " and conform to the intent of the will, and to " take as deviſee, and not to ſet up a ſeparate " right as executor. If this ſhould be endured, " there would be an end of all truſts concerning " leaſeholds and chattels, for it would depend " upon executors, whether the truſtees appointed " of ſuch leaſeholds ſhould or ſhould not have " ſuch a veſted eſtate or intereſt therein as ſhould " enable them to perform their truſt. In the " preſent caſe therefore I think the court will " intend that the executor did aſſent, ſince no- " thing to the contrary appears. It was his " duty to do ſo *et ſtabitur præſumptioni donec* " *probetur in contrarium.*

" Secondly, I am clearly of opinion, that " the direction to the truſtees to make leaſes " for fourſcore years, to each of the iſſue male " of *William Wall*, the deviſee, for their lives " ſucceſſively, was a vain affectation of a per- " petuity, which a court of equity would pay " no regard to, and there being no iſſue male " of *William*, the deviſee, living at the time of " the will, I am clear the court would have or- " dered the truſtees ſo to convey and aſſign this

" leaſe-

" leaſehold, that *William*, the deviſee, ſhould " have had the occupation for his life, and after " his death the whole term and intereſt therein " ſhould veſt in, and belong to, *William* his " eldeſt ſon, and I think he could well mortgage " his equitable intereſt to Mr. *Urne*.

" Thirdly, I conceive that this is by no " means a proper caſe wherein to attempt to bar " the entail of the freehold by a *fine*, *William* " the nephew and deviſee of the teſtator, was " made tenant in tail male of this freehold, with " remainder to *Thomas*, the ſon of *Francis* the " brother in tail, with reverſion to the teſtator's " right heirs. The ſaid *Thomas* was the teſta- " tor's heir at law, and had a veſted eſtate " both in the remainder in tail, and in the re- " verſion in fee, and nothing but a recovery is " ſufficient to dock and deſtroy both the in- " tail and the remainder and reverſion; a fine " would let in the reverſion, and not bar the " remainder. If *Thomas* ſhould have levied a " fine thereof, and judgments, ſtatutes, or bond " debts of *Thomas*, would be let in thereby; as " was determined by Lord *Hardwicke* in the " caſe of *Kynaſton* and *Delahay*. Therefore in " this caſe I think, as Mr. *William Wall*, the ſon " of the deviſee, is dead without iſſue, that Mr. " *John Wall*, who is, I ſuppoſe, in poſſeſſion, " ſhould convey the freehold to a friend to " make him a good tenant to the præcipe for a " recovery, wherein the ſaid Mr. *John Wall*

" the

" the brother, ſhall be vouched, to enure to
" the uſe of Mr. *Urne*, the mortgagee, now the
" intended purchaſer in fee; as to the leaſehold,
" Mr. *John Wall*, as adminiſtrator to his bro-
" ther *William*, can aſſign the whole equitable
" intereſt therein to Mr. *Urne*; but regularly,
" there ſhould be a decree, and a repreſentative
" to the ſurvivor of the truſtees in old *William*'s
" will, ſhould be ſet up, but as a long courſe
" of years has intervened, perhaps a court of
" equity would preſume they had made a pro-
" per ſettlement, and that through length of
" time it is loſt or miſlaid.

" JA. BOOTH."

QU. Whether, as *William* and *John*, the teſtator's grand-nephews, were *in eſſe* at his deceaſe, though born after the making his will, *John*, the ſurvivor, can effectually aſſign the leaſehold premiſſes to Mr. *Urne*, the purchaſer, ſo as to make him a good title thereto?

ANS. " This circumſtance has ſomewhat
" altered the caſe; but ſtill I think, that as
" *William* and *John* were not born till after
" the making the will, the whole property in
" the leaſehold, would veſt, and did veſt in
" *William* the grand-nephew, as firſt ſon of

" *William*

" *William* the deviſee, and *John* being his ad-
" miniſtrator, may ſell the ſame to pay his in-
" teſtate's debts and funerals. If there is any
" ſurplus, that muſt be diſtributed between
" himſelf and his ſiſters as next of kin, but
" that need not impede the ſale.

" But ſhould there have been any republica-
" tion of the will after the birth of *William* or
" *John*, or ſhould there have been any codicil
" added thereto after that time, for that will
" be a republication, the caſe will be very
" doubtful."

" JA. BOOTH."

No. II. *Whether Tenants for Life under a Marriage Settlement, where there is no Probability of Iſſue, can, by Mortgage of the ſettled Eſtate, ſecure the Re-payment of Money borrowed.*

19th and 20th Jan. 17—. BY Indentures of leaſe and releaſe, the releaſe being tripartite, and made between *Elizabeth Ball*, widow, and *Mary Ball* her daughter, ſpinſter, of the firſt part; *William Jenner* of the ſecond part; and *Stephen Holt* and *Robert Old*, eſquires, of the third part: Reciting, that a marriage was intended between ſaid *William Jenner* and *Mary Ball*; in conſideration of the ſaid marriage, and for making a proviſion for the ſole and ſeparate uſe of the ſaid *Mary*, and for ſettling and aſſuring the lands and hereditaments

ments thereinafter mentioned, to the ſeveral uſes thereinafter expreſſed; and in conſideration of ten ſhillings paid by the truſtees, the ſaid *Elizabeth Ball*, and alſo the ſaid *Mary Ball*, with the conſent of Mr. *Jenner*, her intended huſband, granted and releaſed to the ſaid *Holt* and *Old*, their heirs and aſſigns, all thoſe meſſuages, lands, and hereditaments therein mentioned which were deviſed to the ſaid *Mary Ball* by the will of *Henry Ball*, her late father deceaſed; And alſo all thoſe other meſſuages, lands, and hereditaments therein alſo mentioned, which were deviſed to the ſaid *Henry Ball*, deceaſed, for his life, and after his death, to *Michael Ball*, ſince deceaſed, the late brother of the ſaid *Mary Ball*, and his heirs, by the will of *Mary Ball* her grandmother; And alſo all thoſe other meſſuages, lands, and hereditaments therein likewiſe mentioned, which were ſettled in jointure on the ſaid *Elizabeth Ball* for her life, and after her deceaſe, ſtood limited to the ſaid *Mary Ball* in fee, as only ſurviving child of the ſaid *Henry* and *Elizabeth Ball*, to hold all the ſaid premiſſes to the ſaid *Holt* and *Old*, and their heirs to the uſes following, *viz.* to the ſame uſes to which the ſaid premiſſes then ſtood ſettled and aſſured reſpectively, until the ſolemnization of the ſaid marriage: and immediately afterwards, as to all the meſſuages, lands, and hereditaments, deviſed to the ſaid *Mary Ball*, by the will of the ſaid *Hen. Ball*, her late father, to the uſe of the ſaid *William*

liam Jenner and his aſſigns for his life *ſans waſte*, with remainder to truſtees to preſerve contingent remainders, with remainder to the uſe of the ſaid *Mary Ball* the party and her aſſigns for her life *ſans waſte*, with remainder to truſtees to preſerve contingent remainders, and as to the meſſuages, lands, and hereditaments therein mentioned to have been theretofore ſettled in jointure on the ſaid *Elizabeth Ball*, to the uſe of the ſaid *Elizabeth Ball* and her aſſigns for her life, with remainder to truſtees to preſerve contingent remainders, and as to the premiſſes above limited to the ſaid *Elizabeth Ball* for her life from and immediately after her deceaſe; and alſo as to all the premiſſes therein before mentioned whereof no uſe ſubſequent to the ſaid marriage was thereinbefore declared from and immediately after the ſaid then intended marriage,

To the uſe of the ſaid *Holt* and *Old*, and their heirs and aſſigns, during the lives of the ſaid *William Jenner* and *Mary* his intended wife, and the life of the ſurvivor; upon truſt, during the life of the ſaid *Mary Ball* the party, to pay the rents and profits unto, or permit the ſame to be received by ſuch perſon or perſons as the ſaid *Mary*, notwithſtanding her coverture, ſhould by writing under her hand appoint, and for want of ſuch appointment, then upon truſt to pay the ſame into the proper hands of the ſaid *Mary*, or permit her to receive the

the ſame to her own ſole and ſeparate uſe, ſo as not to be liable to the debts, diſpoſition, or engagements of her ſaid intended huſband; and for which rents, and profits, the receipts of the ſaid *Mary* or ſuch perſons as ſhe ſhould appoint to receive the ſame ſhould be ſufficient diſcharges to the truſtees, or to the tenants of the premiſſes, notwithſtanding her coverture; and from and after the death of the ſaid *Mary Ball* the party, in truſt for the ſaid *William Jenner* and his aſſigns for his life, if he ſhould ſurvive her; and

As to all the premiſſes thereby granted and releaſed from and immediately after the ſeveral deceaſes of the ſaid *Elizabeth Ball*, *William Jenner*, and *Mary Ball*, his then intended wife and of the ſurvivor of them,

To the uſe of ſuch child or children of the ſaid marriage, and for ſuch eſtates, terms, or intereſts, and in ſuch ſhares and proportions (if more than one) and ſubject to ſuch charges and payments to other children as the ſaid *William Jenner* and *Mary* his intended wife by any deed or writing ſhould jointly appoint, and for want of ſuch appointment,

To the uſe of all and every the child and children of the ſaid marriage, equally to be divided between them, ſhare and ſhare alike, and to take as tenants in common, and of the heirs of the ſeveral and reſpective body and bodies of ſuch child and children, and upon the

the death and failure of iſſue of any of the ſaid children, then the ſhare and ſhares of ſuch child or children ſo dying, ſhould go and enure, to the uſe of the ſurvivors and ſurvivor and others and other of the ſaid children, and the heirs of his, her and their reſpective body and bodies, and for want of any ſuch iſſue, then to the uſe of ſuch perſon or perſons, and for ſuch eſtate or eſtates, terms or intereſt, and to and for ſuch intents and purpoſes as the ſaid *Mary Ball* the party, by any deed or writing to be by her ſealed and delivered in the preſence of two or more credible witneſſes, or by her will in writing, or any writing in the nature of a will to be by her executed in the preſence of three or more witneſſes, ſhould alone (if unmarried) or by and with the conſent of the ſaid *Holt* and *Old*, or the ſurvivor, or his heirs, in writing, under their hands and ſeals (if the ſaid *Mary Ball* the party ſhould be then under coverture) nominate or appoint; and for want of ſuch appointment,

To the uſe of the ſaid *Elizabeth Ball*, her heirs and aſſigns for ever.

There are powers to let leaſes and to ſell or exchange the premiſſes for other lands to be ſettled to the uſes aforeſaid.

Proviſoes, That each of the truſtees ſhould be anſwerable for his own acts only—and that they ſhould retain or be paid all coſts and charges of the truſt—and that they ſhould not be

be obliged to undertake the care and management of the lands limited to them, upon the truſts aforeſaid, nor to collect the rents, &c. —but the collection of the rents and management of the premiſſes ſhould be wholly undertaken and provided for by the perſon intitled to the rents and profits for the time being—and that the truſtees ſhall not be anſwerable for any agent or receiver of the rents of the premiſſes, unleſs ſuch agent or receiver be appointed or continued by them contrary to the deſire of the perſon intitled to ſuch rents.

The marriage took effect, and hitherto there has been no iſſue, and it is apprehended to be very unlikely and improbable that there ſhould be any.

Mr. *Jenner*, having a preſſing occaſion for a ſum of money, has applied to a friend who is willing to lend him the ſame if a good ſecurity by way of mortgage of a competent part of the ſettled eſtate can be made for ſecuring the repayment thereof, (except as againſt the children of the marriage if there ſhould be any) the lender of the money being aware of that objection, and ſatisfied that no mortgage can be made effectual againſt ſuch iſſue, and is willing to run that hazard if in all other reſpects, the ſecurity may be made ſafe and effectual, and the truſtees and Mrs. *Ball* the mother of Mrs. *Jenner* are willing to join in ſuch ſecurity as far as they may do with ſafety.

It is therefore propoſed that Mr. *Jenner* and his wife ſhall by demiſe, and deed of appointment, and a fine *ſur conceſſerunt*, if needful, grant and demiſe to the lender of the money, all the lands and premiſſes mentioned in the ſettlement which were deviſed to Mrs. *Jenner* by the will of Mr. *Ball* her father (which are a ſufficient ſecurity for the ſum intended to be lent) to hold to the intended mortgagee, his executors, *&c.* for five hundred years, ſubject to a proviſo to be void on payment of the money lent with intereſt—with a covenant on the part of the mortgagee, that upon due payment of the intereſt, Mr. *Jenner* and his wife ſhall quietly enjoy the premiſſes, during their joint lives, and the life of Mrs. *Jenner*, if ſhe ſhould ſurvive her huſband, or until there ſhall be a failure of iſſue of the marriage, this covenant being intended to ſecure the mortgaged premiſſes from a ſale or abſolute foreclоſure before it will be poſſible to raiſe the money from any perſon but ſuch a friend as now offers.

Qu. Whether ſuch a mortgage will be a good ſecurity againſt all perſons who may claim under the above ſettlement, except the iſſue of the marriage; and is a fine *ſur conceſſerunt* neceſſary or not, or can

can a good ſecurity be made in any other and what manner of the above premiſſes, or of all or any other and what part of the ſettled eſtate, be pleaſed to point out particularly in what manner ſuch ſecurity may be made, and who ought to be parties thereto; and whether the truſtees and Mrs. *Ball*, or either of them may ſafely join therein or not?

" I think that Mr. and Mrs. *Jenner* may " make a mortgage of the premiſſes deviſed " by the will of Mrs. *Jenner*'s father, which " will be a good ſecurity, ſubject to the con- " tingency of their having iſſue, and in order " thereto, I think that Mr. and Mrs. *Jenner* " ſhould, in conſideration of the ſum intended " to be advanced, demiſe the premiſſes to the " intended lender for a term of one hundred " years, if they or either of them ſhall ſo long " live; and that Mr. and Mrs. *Jenner* ſhould " covenant to levy a fine *ſur conceſſerunt* to the " lender, and thereby grant the premiſſes to " him to hold for the ſame term, determinable " as aforeſaid; and that Mrs. *Jenner* ſhould, in " purſuance of her power in the ſettlement, " with the conſent of the truſtees, limit and

" appoint the inheritance of the premiſſes in " fee to a truſtee for the lender, and both the " term and inheritance ſhould be made redeem- " able upon payment of the principal and in- " tereſt; but I think that care ſhould be taken " that the equity of redemption be made ſub- " ject to Mrs. *Jenner*'s power of appoin- " ment, in the ſame manner as in the ſettle- " ment."

R. WILBRAHAM.

" N. B.—I think that the truſtees may ſafely " give their conſent to ſuch appointment, but " that they ought not to join in any grant or " demiſe of the premiſſes."

R. W.

Partition.

A Deed of Partition of Leaſehold Premiſſes.

A leaſe to two perſons recited.

THIS INDENTURE, &c. between *George Dutch* of, *&c.* of the one part; and *Henry Single* of, *&c.* of the other part. *Whereas* in and by one indenture, bearing date the ——— day of ——— which was in the year of our Lord 17—, and made or mentioned to be made between the right worſhipful *R. M.* doctor in divinity, dean of the cathedral church of the holy and undivided *Trinity* of *Ely* and the chap-

ter

ter of the ſame church, of the one part; and the ſaid *George Dutch* and *Henry Single* of the other part; the ſaid dean and chapter, with one aſſent and conſent, for the conſideration therein mentioned, did, for themſelves and their ſucceſſors, demiſe, grant, and to farm let, unto the ſaid *George Dutch* and *Henry Single* all thoſe three meſſuages, *&c.* together with all ways, paſſages, lights, eaſements, watercourſes, privileges, advantages, commodities, and appurtenances whatſoever, to the ſaid three meſſuages or tenements and ſtable belonging, or in any wiſe appertaining; to hold the ſaid three meſſuages or tenements and ſtable, and all and ſingular other the premiſſes with the appurtenances, unto the ſaid *George Dutch* and *Henry Single*, their executors, adminiſtrators, and aſſigns, from the feaſt day of ——— laſt paſt before the date thereof, unto the full end and term of forty years, from thence next enſuing, and fully to be compleat and ended, at or under the yearly rent or ſum of twelve pounds of lawful money of *Great Britain*, payable quarterly as therein mentioned, free from all taxes, charges, and aſſeſſments whatſoever, as by the ſaid recited indenture of leaſe, relation being thereunto had, will more fully appear. AND WHEREAS the ſaid *George Dutch* and *Henry Single* have agreed to make a partition and diviſion of the ſaid three meſſuages or tenements and ſtable with their appurte-

The leſſees have agreed to make a partition and diviſion of the premiſſes.

nances, betwixt themſelves in manner following, that is to ſay, that he the ſaid *George Dutch* ſhall from henceforth during the reſidue of the ſaid term of forty years, and during all new leaſes to be had and obtained of the aforeſaid premiſſes, have, hold, and enjoy to him, his executors, adminiſtrators, and aſſigns, in ſeveralty, at and under the yearly rent of ſix pounds (being one moiety of the ſaid yearly rent of twelve pounds, payable for the whole premiſſes) the meſſuage or tenement called or known by the name or ſign of the *Ship*, with the yard thereto belonging, as the ſame are now divided, and in the tenure of him the ſaid *George Dutch*, his undertenants or aſſigns, and alſo the meſſuage or tenement, called or known by the name or ſign of the *Lion and Ladle*, late in the tenure or occupation of ——— and now of ——— his undertenants or aſſigns. *And* that the ſaid *Henry Single* ſhall from henceforth, during the reſidue of the ſaid term of forty years, and during all new leaſes to be had and obtained of the aforeſaid premiſſes, have, hold, and enjoy, to him, his executors, adminiſtrators, and aſſigns in ſeveralty, at and under the yearly rent of ſix pounds (being the other moiety of the ſaid yearly rent of twelve pounds payable for the whole premiſſes) the meſſuage or tenement called or known by the name or ſign of the *Angel and Still*, as the ſame is now divided, and in the tenure or occupation of him the ſaid

Henry Single, his undertenants or aſſigns, and alſo the great ſtable lying behind the ſaid meſſuage or tenement, in the tenure or occupation of the ſaid *George Dutch*, which ſaid ſtable, late was in the tenure or occupation of *R. T.* *And* the ſaid parties have further agreed, that for an equality of partition and diviſion of the aforeſaid premiſſes, the ſaid *George Dutch* ſhall pay to him the ſaid *Henry Single* the ſum of ſixty pounds of lawful money of *Great Britain*.

The conſideration.

NOW THIS INDENTURE WITNESSETH, that in purſuance of the ſaid recited agreement and in conſideration of the releaſe herein-after made or mentioned to be made by the ſaid *George Dutch* to the ſaid *Henry Single*, and alſo in conſideration of the ſum of ſixty pounds of lawful money of *Great Britain* to the ſaid *Henry Single* in hand paid by the ſaid *George Dutch* at or before the ſealing and delivery of theſe preſents, for equality of partition and diviſion as aforeſaid, the receipt whereof he the ſaid *Henry Single* doth hereby acknowledge, and thereof, and of and from every part thereof, doth acquit, releaſe, and diſcharge the ſaid *George Dutch*, his executors, adminiſtrators, and aſſigns, and every of them for ever, by theſe preſents, he the ſaid *Henry Single* hath remiſed, releaſed, and for ever quit-claimed, and by theſe preſents *doth* remiſe, releaſe, and for ever quit claim unto the ſaid *George Dutch*, his executors, adminiſtrators, and aſſigns, the

The releaſe of part of the premiſſes from the ſecond leſſee to the firſt.

ſaid meſſuage or tenement with the appurtenances, called or known by the name or ſign of the *Ship*, with the yard thereunto belonging, as the ſame are now divided, and in the tenure or occupation of him the ſaid *George Dutch*, his undertenants or aſſigns, and alſo all the ſaid meſſuage or tenement called or known by the name or ſign of the *Lion and Ladle*, now in the tenure or occupation of the ſaid ——— her undertenants or aſſigns, and alſo all ways, paſſages, lights, eaſements, waters, watercourſes, profits, commodities, advantages, emoluments, hereditaments, and appurtenances whatſoever, to the ſaid two laſt mentioned meſſuages and yard, or any of them belonging, or in any wiſe appertaining, or therewith, or with any of them, now or late uſed, occupied, poſſeſſed, or enjoyed, and all the eſtate, right, title, intereſt, term of years to come and unexpired, truſt, property, claim, and demand whatſoever, both in law and equity, of him the ſaid *Henry Single*, of, in, to, or out of the ſaid two laſt mentioned meſſuages or tenements yards and premiſſes, or any of them, or any part or parcel thereof, by force or virtue of the ſaid recited indenture of leaſe, or otherwiſe howſoever. *To have and to hold* the ſame meſſuages or tenements, yard and other the ſaid laſt mentioned premiſſes, with their and every of their appurtenances, unto him the ſaid *George Dutch*, his executors, adminiſtrators,

General words.

Habendum. in ſeveralty,

and assigns, in severalty, to and for his and their own use and benefit, from henceforth, for and during all the rest and residue yet to come and unexpired of the said term of forty years therein, *subject* to the payment of the yearly rent or sum of six pounds (one moiety or half part of the said yearly rent of twelve pounds) to the said dean and chapter and their successors, *and also subject* to the covenants in the said recited indenture of lease contained, so far as the same relate and extend to the said premisses hereinbefore allotted and released to the said *George Dutch*, his executors, administrators, and assigns as aforesaid. And the said *Henry Single* doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said *George Dutch*, his executors, administrators, and assigns, that he the said *Henry Single* hath not, at any time heretofore, done, committed, or wittingly or willingly suffered any act, matter, or thing whatsoever, whereby or by means whereof the premisses hereinbefore by him released as aforesaid, or the said term of forty-one years therein, is, are, shall, or may be surrendered, forfeited, or avoided, or impeached, charged, or incumbered in title, charge, estate, or otherwise howsoever; *and that* he the said *Henry Single*, his executors, administrators, and assigns, and all others claiming or to claim, from, by, or under him, them, or any of them, shall

subject to a moiety of the rent reserved in the lease,

and to the covenants in respect to such premisses.

Covenant that no act has been done to incumber.

For further assurances.

ſhall and will at any time during the continuance of the ſaid recited leaſe, at the requeſt, and at the coſts, and charges of the ſaid *George Dutch*, his executors, adminiſtrators, or aſſigns, make, do, and execute, or cauſe to be made, done, and executed, any further or other lawful and reaſonable acts, deeds, or things, for the further and better releaſing and aſſuring of the ſaid laſt mentioned premiſſes, with their appurtenances, unto him the ſaid *George Dutch*, his executors, adminiſtrators, and aſſigns, for all the then reſidue of the ſaid term of forty years therein as by the ſaid *George Dutch*, his executors, adminiſtrators, or aſſigns, or his or their counſel learned in the law ſhall be reaſonably adviſed, deviſed, or required.—

The releaſe from the firſt leſſee to the ſecond, of the premiſſes allotted to him.

AND THIS INDENTURE FURTHER WITNESSETH, That in further purſuance of the ſaid recited agreement, and in conſideration of the releaſe hereinbefore made, or mentioned to be made, by the ſaid *Henry Single* to the ſaid *George Dutch* as aforeſaid, and in conſideration of the ſum of ten ſhillings of like lawful money, to the ſaid *George Dutch* in hand paid, by the ſaid *Henry Single*, at or before the ſealing and delivery hereof, the receipt whereof is hereby acknowledged: he the ſaid *George Dutch* HATH remiſed, releaſed, and for ever quit-claimed, and by theſe preſents DOTH, *&c.* [*here were inſerted a like releaſe from* G. D. *to* H. S. *of the meſſuage known by the ſign of* The Angel and Still,

Still, *and of the great ſtable, ſubject to the yearly rent of ſix pounds (the other moiety or half part of the ſaid yearly rent of twelve pounds,) and to the covenants contained in the ſaid indenture of leaſe, and alſo covenants from* G. D. *that he had done nothing to incumber the premiſſes releaſed by him, and for further aſſurances*]. AND for the conſiderations aforeſaid, the ſaid *Henry Single* doth hereby for himſelf, his heirs, executors, and adminiſtrators, further covenant, promiſe, and agree to and with the ſaid *George Dutch*, his executors, adminiſtrators, and aſſigns, that in caſe the ſaid *George Dutch* ſhall be minded and deſirous at and after the expiration of fourteen years of the ſaid term of forty years, to be computed from the commencement thereof, to have the ſaid recited leaſe, and the premiſſes thereby demiſed, ſurrendered unto the ſaid dean and chapter or their ſucceſſors, in order to obtain from them a new leaſe of the ſame premiſſes, and of ſuch his mind and deſire, ſhall give or leave ſix months notice or warning, in writing, to or for the ſaid *Henry Single*, his executors, adminiſtrators, or aſſigns, to join in ſuch ſurrender for the purpoſe aforeſaid; then and in ſuch caſe, he the ſaid *Henry Single*, his executors, adminiſtrators, or aſſigns, ſhall and will at or before the end of the ſaid ſix months notice, join with the ſaid *George Dutch*, his executors, adminiſtrators, or aſſigns, not only in ſurrendering and yielding up to the ſaid dean and chapter,

Covenant that the parceners upon notice will join in ſurrendering the original leaſe in order to obtain a renewal.

ter, or their ſucceſſors, the ſaid leaſe and the ſaid premiſſes thereby demiſed, but alſo in the obtaining and procuring of one or more new leaſe or leaſes from the ſaid dean and chapter, or their ſucceſſors, of the ſame premiſſes, for the like term of forty-one years, and at the like yearly rent of twelve pounds, or as near thereto as may be; *And alſo* that he the ſaid *Henry Single*, his executors, adminiſtrators, or aſſigns, ſhall and will bear and pay one full and equal moiety or half part of all fines and other charges for or on account of ſuch new leaſe or leaſes; *But* in caſe the ſaid *Henry Single*, his executors, adminiſtrators, or aſſigns, ſhall wilfully neglect, or refuſe to join in ſuch ſurrender, and in the obtaining and procuring ſuch new leaſe or leaſes as aforeſaid, or ſhall refuſe to bear and pay one full moiety or half part of all ſuch fines and other charges for or on account of ſuch new leaſe or leaſes; *Then*, and in any of the ſaid caſes, he the ſaid *Henry Single*, his executors, adminiſtrators, or aſſigns, ſhall forfeit and pay to the ſaid *George Dutch*, his executors, adminiſtrators, or aſſigns, the ſum of one hundred pounds of good and lawful money of *Great Britain* as a pain or penalty; [*here were inſerted like covenants from* George Dutch] And it is hereby declared and agreed by and between the ſaid parties to theſe preſents, and it is the true intent and meaning of them, and of theſe preſents, that all new and further leaſe and leaſes

and ſeverally pay a moiety of the fine for ſuch new leaſe.

In caſe of refuſal to join,

100l. to be forfeited *nomine pœnæ*.

Covenant that all new leaſes ſhall be ſubject, to the preſent partition.

leaſes hereafter to be obtained of and from the ſaid dean and chapter, or their ſucceſſors, of and for the premiſſes in manner aforeſaid, ſhall be ſubject to the partition and diviſion hereby made, or mentioned, or intended ſo to be, and that the ſaid premiſſes ſhall, during all ſuch new and further leaſe or leaſes, be held and enjoyed by the ſaid reſpective parties, their reſpective executors, adminiſtrators, and aſſigns, in ſeveralty, in ſuch parts, ſhares, and proportions as the ſame are allotted and ſet forth, to and betwixt them in manner aforeſaid; *And alſo*, that each of the ſaid parties, his executors, adminiſtrators, and aſſigns, ſhall and will during the ſaid term of forty years, and during all ſuch further term or terms of years as they ſhall hereafter have and obtain, of and in the aforeſaid premiſſes, well and truly bear, ſatisfy, and pay one full moiety or half part of the ſaid yearly rent of twelve pounds, or of ſuch further or other rent as ſhall or may be hereafter reſerved and made payable to the ſaid dean and chapter as aforeſaid; *And alſo* that each of the ſaid parties, his executors, adminiſtrators, and aſſigns, ſhall and will, during all ſuch term and terms as aforeſaid, bear, pay, and ſatisfy all ſuch rates, duties and taxes as ſhall be rated, taxed, or aſſeſſed, for or upon ſuch part or parts of the ſaid premiſſes as are hereinbefore allotted or mentioned, or intended to be allotted to him or them reſpectively; *And fur-*

Covenant that the parceners will pay the rent equally,

and alſo the taxes.

Certain repairs to be borne by the parceners equally.

further, that all ſuch ſubſtantial repairs as ſhall be neceſſary in or about the foundation, walls, roof, or tiling of the houſe wherein *G. B.* lately lived (being part of the premiſſes hereinbefore divided between the ſaid parties) ſhall be from time to time borne and ſuſtained by and between the ſaid parties, their reſpective executors, adminiſtrators, and aſſigns, at their equal coſts and charges, during all the eſtate, term and terms of years, and intereſt, which they now have or hereafter ſhall have therein; *And laſtly*, that the water-courſe which now runs through the ſaid meſſuage or tenement, in the tenure of the ſaid *George Dutch*, and through which is conveyed the water from both the ſaid meſſuages or tenements in the tenures of the ſaid *George Dutch* and *Henry Single*, into ——— *Street* aforeſaid, ſhall from time to time during all their eſtate, term and terms of years, and intereſt of and in the aforeſaid premiſſes, be amended and kept in repair at the equal coſts and charges of them the ſaid parties, their reſpective executors, adminiſtrators, and aſſigns. In Witness, &c.

Peruſed by
Mr. B. Filmer.

Releaſes.

A Conveyance of Freehold Premiſſes, by Leaſe and Releaſe from a Deviſee, to a Purchaſer, wherein the Heir at Law joined by way of Confirmation.—Settled by Mr. B. Filmer. No. I.

THIS INDENTURE, tripartite, *&c.* between *William Brooks* of, *&c.* grand nephew and deviſee in the laſt will and teſtament of *Bartholomew Brooks*, late of, *&c.* deceaſed, and *Jane* his wife, of the firſt part; *John Brooks* of, *&c.* father of the ſaid *William Brooks*, and nephew and heir of the ſaid *Bartholomew Brooks* of the ſecond part; and *Matthew Hall* of, *&c.* of the third part; WITNESSETH, that for and in conſideration of the ſum of four thouſand pounds of good and lawful money of *Great Britain*, to the ſaid *William Brooks*, in hand paid by the ſaid *Matthew Hall*, at or before the ſealing and delivery of theſe preſents, and in full, for the abſolute purchaſe of the manor, meſſuages, lands, tenements, hereditaments, and premiſſes hereinafter mentioned, to be hereby granted and releaſed (being the ſame ſum of four thouſand pounds, mentioned to be the conſideration of one indenture of bargain and ſale, bearing even date herewith, and made between the ſaid parties hereto, and in- The conſideration.

and intended to be inrolled in the High Court of Chancery, the receipt of which ſaid ſum of four thouſand pounds, the ſaid *William Brooks* doth hereby acknowledge, and himſelf therewith fully ſatisfied, and thereof, and of and from every part thereof, doth acquit, releaſe, and diſcharge the ſaid *Matthew Hall*, his heirs, executors, adminiſtrators, and aſſigns, and every of them for ever, by theſe preſents, and alſo in conſideration of five ſhillings of like lawful money to the ſaid *John Brooks*, in hand alſo paid by the ſaid *Matthew Hall*, at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby alſo acknowledged, he the ſaid *William Brooks*, and alſo the ſaid *John Brooks*, at the deſire and requeſt of the ſaid *William Brooks*, teſtified by his being a party to and ſealing of theſe preſents, have, and each of them hath granted, bargained, ſold, aliened, releaſed, and confirmed, and by theſe preſents do, and each of them doth grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid *Matthew Hall*, his heirs and aſſigns,

The releaſe.

ALL that, *&c.* (all which ſaid manor, meſſuages, lands, tenements, hereditaments, and premiſſes hereinbefore mentioned or intended to be hereby granted and releaſed, are now in the actual poſſeſſion of the ſaid *Matthew Hall*, by virtue of a bargain and ſale, to him thereof made, by the ſaid *William Brooks*; And *John Brooks*, for the term of one whole year, in conſideration

of

of five ſhillings a-piece, by indenture bearing date the day next before the day of the date of theſe preſents, commencing from the day next before the day of the date thereof, and by force of the ſtatute made for transferring uſes into poſſeſſion,) and the reverſion and reverſions, remainder and remainders, rents, iſſues, and profits thereof, and of every part and parcel thereof and all the eſtate, right, title, uſe, intereſt, truſt, profit, claim and demand whatſoever, of them the ſaid *William Brooks* and *Jane* his wife, and *John Brooks*, or any or either of them, of, in, or to the ſame premiſſes, or any part or parcel thereof, together with all deeds, evidences, and writings, touching or concerning the ſaid premiſſes, or any part thereof, now in the hands, cuſtody, or poſſeſſion of them the ſaid *William Brooks* and *John Brooks*, or either of them, or any other perſon or perſons, for their, or either of their uſe, or in truſt for them or either of them, or which they or either of them can lawfully come by without ſuit in law or equity; *To have and to hold* the ſaid manor, *&c.* and all and ſingular other the premiſſes hereinbefore, or intended to be hereby granted and releaſed, with their and every of their rights, members, and appurtenances, unto the ſaid *Matthew Hall*, his heirs, and aſſigns, to the only proper uſe and behoof of the ſaid *Matthew Hall*, his heirs and aſſigns for ever; AND for the better and more effectual conveying

Habendum.

Covenant to levy a fine.

ing and aſſuring of the ſaid hereby granted and releaſed premiſſes, unto and to the uſe of the ſaid *Mathew Hall*, and his heirs, the ſaid *William Brooks*, for himſelf, and *Jane* his wife, his heirs, executors, and adminiſtrators, and the ſaid *John Brooks*, for himſelf, his heirs, executors, and adminiſtrators, do ſeverally, and not the one for the other, or for the heirs, executors, or adminiſtrators of the other, covenant and agree to and with the ſaid *Matthew Hall*, his heirs and aſſigns, by theſe preſents, that they the ſaid *William Brooks*, and *Jane* his wife, and *John Brooks*, ſhall and will as of *Hilary* Term laſt, or before the end of *Eaſter* Term next enſuing the date of theſe preſents, at the proper coſts and charges of the ſaid *William Brooks*, his heirs or aſſigns, acknowledge and levy before the juſtices of his Majeſty's court of Common Pleas at *Weſtminſter*, unto the ſaid *Matthew Hall* and his heirs, one fine *ſur conuſans de droit come ceo*, &c. with proclamations thereupon to be had, according to the form of the ſtatute in that caſe made and provided, of the ſaid manor, &c. mentioned or intended to be hereby granted and releaſed, by ſuch apt names, quantities, and qualities, to aſcertain the ſame, as by the ſaid *Matthew Hall*, his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed or adviſed; *And it is hereby declared and agreed* by and between the ſaid parties to theſe

The uſes declared.

preſents, that the ſaid fine ſo as aforeſaid, or in any other manner, or at any other time to be had and levied of the ſame premiſſes, and all and every other fine and fines, conveyances and aſſurances in the law whatſoever, heretofore had, made, levied, ſuffered, or executed of the ſaid hereby granted and releaſed premiſſes, or any part thereof, by or between the ſaid parties to theſe preſents, or any of them, or whereunto they or any of them are or ſhall be parties or privy, ſhall be and enure, and ſhall be adjudged, deemed and taken to be and enure, and ſo are and were meant and intended, and are hereby declared to be and enure, to the uſe and behoof of the ſaid *Matthew Hall*, his heirs and aſſigns for ever, and to and for no other uſe, intent, or purpoſe whatſoever, and the ſaid *William Brooks*, for himſelf, his heirs, executors and adminiſtrators, doth further covenant, promiſe, and agree, to and with the ſaid *Matthew Hall*, his heirs and aſſigns by theſe preſents, in manner and form following (that is to ſay) that for and notwithſtanding any act, matter, or thing by them the ſaid *William Brooks*, and *John Brooks*, or either of them, or the ſaid *Bartholomew Brooks*, deceaſed, or any other perſon or perſons whatſoever, claiming or to claim, by, from, or under, or in truſt for them, or any or either of them, had, made, done, committed, or ſuffered to the contrary, they the ſaid *William Brooks* and *John Brooks*,

Covenant that the grantors are ſeiſed in fee.

or one of them is or are lawfully and abſolutely ſeiſed of and in the ſaid manor, &c. and all and ſingular other the premiſſes, with the appurtenances mentioned, or intended to be hereby granted and releaſed, and of every part and parcel thereof, of a pure, legal, abſolute, and indefeazable eſtate of inheritance in fee-ſimple, without any manner of condition, truſt, proviſo, power of revocation, limitation of uſe or uſes, or other reſtraint, matter or thing, to determine, alter, charge, impeach, incumber, or make void the ſame eſtate; *And alſo* that for and notwithſtanding any ſuch act, matter, or thing as aforeſaid; they the ſaid *William Brooks* and *John Brooks*, now have in themſelves or one of them hath juſt right, full power, and lawful and abſolute authority to grant and convey all and ſingular the premiſſes hereby granted and releaſed, or mentioned to be hereby granted and releaſed, with the appurtenances, unto and to the uſe of the ſaid *Matthew Hall*, his heirs and aſſigns, in manner aforeſaid; *And* that it ſhall and may be lawful to and for the ſaid *Matthew Hall*, his heirs and aſſigns, from time to time, and at all times for ever hereafter, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid manor, &c. with the appurtenances mentioned or intended to be hereby granted, and releaſed, and every part and parcel thereof, and receive and take the rents iſſues and profits thereof, from hence-

Have right to convey.

Covenant for peaceable enjoyment.

henceforth to grow due to his and their own uſe and uſes, without any lawful let, ſuit, trouble, or interruption, of or by the ſaid *William Brooks* and *John Brooks*, or either of them, their, or either of their heirs or aſſigns, or any other perſon or perſons lawfully claiming or to claim, by, from, or in truſt for them or either of them, or by, from or under the ſaid *Bartholomew Brooks*, deceaſed, and that free and clear, and freely and clearly, and abſolutely acquitted, freed, and diſcharged, of and from all manner of former and other gifts, grants, bargains, ſales, leaſes, jointures, dowers, titles of dowers, ſettlements, mortgages, uſes, truſts, wills, intails, ſtatutes, recognizances, judgments, extents, executions, and of from, and againſt all other titles, charges, and incumbrances whatſoever, had, made, done, committed, or ſuffered by the ſaid *William Brooks* and *John Brooks* or either of them, or the ſaid *Bartholomew Brooks* deceaſed, or any other perſon or perſons lawfully claiming or to claim, by from or under them or any of them, (*other than and except a certain term of five hundred years, heretofore limited to* J. N. *late of, &c. deceaſed, and now veſted in* E. G. *as executor of the ſaid* J. N. *and which is intended to be aſſigned over by the ſaid* E. G. *unto* R. F. *of, &c. in truſt for the ſaid* Matthew Hall, *his heirs and aſſigns, to attend the inheritance of the ſaid premiſſes*); AND that they ſaid *William Brooks* and *John*

Brooks, and their heirs, and all and every other perſon and perſons lawfully claiming or to claim any eſtate, right, title, or intereſt, in or to the ſaid premiſſes hereinbefore mentioned, to be hereby granted and releaſed, or any part thereof, by, from, under, or in truſt for them, or the ſaid *Bartholomew Brooks* deceaſed, ſhall and will from time to time, and at all times hereafter, during the ſpace of ten years enſuing the date hereof upon the reaſonable requeſt, and at the coſts and charges in the law of the ſaid *Matthew Hall* his heirs or aſſigns, make, do, acknowledge, levy, ſuffer, and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered, and executed all and every ſuch further and other lawful and reaſonable act and acts, deed and deeds, conveyances and aſſurances in the law whatſoever, be the ſame by fine or fines, recovery or recoveries, deed or deeds inrolled or not inrolled, the inrollment of theſe preſents or otherwiſe howſoever, for the further, better, and more effectual conveying, ſettleing, and aſſuring the ſaid manor, *&c.* and premiſſes mentioned, or intended to be hereby granted and releaſed, with their appurtenances unto and to the uſe of the ſaid *Matthew Hall*, his heirs and aſſigns for ever, as by the ſaid *Matthew Hall* his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed or adviſed and required, ſo as

Covenant for further aſſurances,

ſuch

ſuch further aſſurances contain no further or greater warranty or covenant, than only againſt the parties required to execute the ſame, and their acts and deeds reſpectively, and no perſon be compelled or compellable to travel above the ſpace of ten miles from the place of his, her, or their reſpective habitations. IN WITNESS, &c.

A Conveyance of a Manor, by deeds of Leaſe and Releaſe from a Mortgagee, Mortgagors and the Truſtee of an inſolvent Perſon to a Purchaſer, with Covenants from the Purchaſor upon part of the Purchaſe Money being left in his Hands, to pay the Intereſt thereof, to certain Perſons for Life, and after their Deaths to divide the Principal among the Parties intitled thereto under a Will. No. II.

THIS Indenture, of eight parts, &c. between *Elizabeth Coult* of ——— in the pariſh of ——— in the county of *Middleſex*, ſpinſter, of the firſt part; the Reverend *Robert Smy* of ——— in the county of ——— clerk, and *Mary* his wife of the ſecond part; *Thomas Hall* of ——— in the ſaid county of *Berks*, ———, and *Elizabeth* his wife, of the third part; *Emilia Smy* and *Mary Smy* the younger, both of ——— aforeſaid, ſpinſters, the two daughters and only children of the ſaid *Robert Smy* by the ſaid *Mary* his wife, of the

fourth part; *Daniel Hall* of ——— aforeſaid, ———, only ſon and heir apparent of the ſaid *Thomas Hall* by the ſaid *Elizabeth* his wife, of the fifth part; *William Her* of ———, *London*, wine merchant, of the ſixth part; *Edward Edmunds*, of ——— of the ſeventh part; and *Joſeph Hood* of ——— aforeſaid ——— of the eighth part. *Whereas John Gib* late of ——— in the ſaid county of *Berks*, gentleman, deceaſed, by his laſt will and teſtament in writing, duly executed, bearing date on or about the 30th day of *March*, which was in the year of our Lord 17—, did give and deviſe all his eſtate at or near *K.* in the pariſh of *L.* in the ſaid county of *Berks* then, or then late in the occupation of his brother *Lionell Gibb* and *John How*, or their aſſigns, together with all houſes, out-houſes, yards, gardens, orchards, meadow, paſture, arable and other land and premiſſes, with their appurtenances thereunto belonging unto *Daniel Hall* of *W.* in the ſaid county of *Berks*, gentleman, and *Job All* of *G.* in the ſaid county of *Berks*, yeoman; upon truſt, if they ſhould think fit to ſell the ſaid premiſſes, and out of the money ariſing thereby to pay his daughter *Frances Hall*, then the wife of *John At* the ſum of ten pounds yearly during her natural life, and two hundred pounds equally between ſuch of her children as ſhould be living twelve months after her deceaſe: And the reſt and remaining part of the money

A Will recited whereby the teſtator gave a freehold eſtate,

to truſtees to ſell the ſame, and out of the money to ariſe thereby to pay an annuity to his daughter a feme covert and a ſum of money among her children.

money raiſed by ſale of the ſaid premiſſes, after diſcharging the ſeveral legacies therein particularly mentioned, the ſaid teſtator gave and deviſed unto his two daughters the ſaid *Mary Smy* and *Elizabeth Hall* parties hereto by their then names of *Mary Gib* and *Elizabeth Gib*, and to their heirs and aſſigns for ever, to be equally divided between them; and the ſaid teſtator thereby further gave and bequeathed unto the ſaid *Daniel Hall* and *Job All*, all thoſe pieces of meadow ground called *O.* and *A.* both in the pariſh of *L.* aforeſaid; upon truſt, by and out of the rents and profits thereof, after the deceaſe of his wife *Ann Gib* to pay to his ſaid daughter *Frances At* the further ſum of ten pounds yearly during her natural life, and the ſaid teſtator deviſed the ſaid two pieces of ground, ſubject to the ſaid annuity, and all other his meſſuages, lands, tenements, hereditaments, and real eſtate whatſoever unto the ſaid *Mary Smy* and *Elizabeth Hall* equally and to their heirs and aſſigns for ever, and appointed them executrixs of his ſaid will, and they duly proved the ſame in the proper eccleſiaſtical court. *And whereas* by indentures of leaſe and releaſe, bearing date reſpectively, the 21ſt and 22d days of *June*, which was in the year of our Lord 17— and made or mentioned to be made between the ſaid *Daniel Hall*, then the ſurvivor of the truſtees and deviſees named in the will of the ſaid *John Gib*, deceaſed, and the

The reſidue to his two other daughters.

Other eſtates ſubject to an annuity.

He deviſed to the ſame two daughters,

A mortgage from the ſurviving truſtee with the concurrence of the deviſees recited.

the ſaid *Mary Smy* and *Elizabeth Hall* by their then names and deſcriptions of *Mary Gib* and *Elizabeth Gib* ſpinſters, two of the daughters, deviſees and reſiduary legatees of the ſaid *John Gib* deceaſed, who was brother and heir of *Thomas Gib*, late of —— aforeſaid, gentleman, alſo deceaſed, of the one part; and *John Lee* of the pariſh of *S.* in the ſaid county of *Middleſex*, Eſq; of the other part, reciting as therein is recited. It is witneſſed, that in conſideration of the ſum of one thouſand one hundred and ninety-ſix pounds therein mentioned to be advanced and paid by the ſaid *John Lee* in diſcharge of part of the debts of the ſaid *John Gib*, deceaſed, and for the better ſecuring the payment thereof; and alſo in conſideration of five ſhillings to the ſaid *Daniel Hall*, and of four pounds to the ſaid *Mary Smy* and *Elizabeth Hall* therein mentioned to be likewiſe paid by the ſaid *John Lee*, he the ſaid *Daniel Hall*, did by the direction and appointment of the ſaid *Mary Smy* and *Elizabeth Hall*, teſtified as therein mentioned, bargain, ſell, alien, and releaſe, and the ſaid *Mary Smy* and *Elizabeth Hall*, did thereby grant, ratify, and confirm unto the ſaid *John Lee*, his heirs and aſſigns, all and every the manor court leet, view of frankpledge, meſſuages, lands, tenements, and hereditaments, hereinafter mentioned to be hereby granted and releaſed, with their appurtenances. To hold the

ſame

ſame unto and to the only proper uſe and behoof of the ſaid *John Lee*, his heirs and aſſigns for ever, ſubject to a proviſo therein contained for making void the ſame on payment by the ſaid *Mary Smy* and *Elizabeth Hall*, or either of them to the ſaid *John Lee*, his executors, adminiſtrators, or aſſigns of the ſum of one thouſand two hundred pounds with intereſt at the time and in manner therein mentioned; and the ſaid *Mary Smy* and *Elizabeth Hall* did thereby covenant that they would, before the end of *Trinity* term then next, acknowledge and levy in due form of law one fine *ſur conuſance de droit come ceo, &c.* unto the ſaid *John Lee* and his heirs of the ſaid premiſſes; and it is thereby declared and agreed by and between the ſaid parties thereto, that the ſaid fine when levied ſhould be and enure to the uſe of the ſaid *John Lee* and his heirs, for corroborating and ſtrengthening his title to the premiſſes, ſubject to redemption, upon payment of the ſaid ſum of one thouſand two hundred pounds with intereſt, and from and after payment and ſatisfaction thereof, to the only proper uſe and behoof of the ſaid *Mary Smy* and *Elizabeth Hall*, their heirs and aſſigns for ever, which ſaid fine was levied accordingly. *And whereas* by indentures of leaſe and releaſe, bearing date reſpectively, on or about the 8th and 9th 9th days of *Auguſt*, which was in the year of our Lord 17—; the releaſe being of three parts,

A ſettlement upon the marriage of one of the deviſees.

parts, and made, or mentioned to be made, between the ſaid *Mary Smy*, by her then name of *Mary Gib*, and the ſaid *Elizabeth Hall*, by her then name of *Elizabeth Gib*, and the aforeſaid *Daniel Hall*, of the firſt part; the ſaid *Robert Smy*, party hereto, of the ſecond part; *Scawen Ken* of *H.* in the ſaid county of *Berks*, doctor in divinity, *Matthew Ken*, of ——— eſq. *John Mea*, the elder, of the pariſh of *S.* in the ſaid county of *Middleſex*, eſq. and the ſaid *Thomas Hall*, party hereto, of the third part: It is witneſſed, That in conſideration of the marriage then intended to be had and ſolemnized between the ſaid *Robert Smy* and *Mary* his wife, and for other the conſiderations therein mentioned, they the ſaid *Mary Smy*, *Elizabeth Hall*, and *Daniel Hall*, did grant, releaſe and confirm unto the ſaid *Scawen Ken*, *Matthew Ken*, *John Mea*, and *Thomas Hall*, and their heirs, the ſaid manor, court leet, view of frank pledge, meſſuages, lands, tenements, and hereditaments, to hold the ſame unto the ſaid *Scawen Ken*, *Matthew Ken*, *John Mea*, and *Thomas Hall*, their heirs and aſſigns, in truſt, as to one undivided moiety thereof, until the ſaid marriage, to the uſe of the ſaid *Mary Smy* and her heirs, and as to the other undivided moiety of the ſaid premiſſes, in truſt for, and to the uſe of the ſaid *Elizabeth Hall* and her heirs; and from and after the ſolemnization of the ſaid marriage, in truſt, with the conſent of the ſaid *Robert Smy* and

whereby the manor, &c. was conveyed to truſtees.

Habendum as to one moiety in truſt for one of the deviſees until marriage,

and as to the other moiety, in truſt for the other deviſee;

and after the marriage to ſell the premiſſes, and out of the

and *Mary* his now wife, and *Elizabeth Hall*, to ſell and diſpoſe of the ſaid premiſſes, and out of the money ariſing thereby, to pay the ſaid *John Lee* and the other perſons therein named, the ſeveral ſums of money therein particularly mentioned, and from and after payment thereof, then in truſt, with the conſent of the ſaid *Robert Smy* and *Mary* his now wife, and *Elizabeth Hall*, to put out at intereſt the ſurplus of the money ariſing by ſuch ſale, and retain, uſe, and employ ſo much as well of the principal money as the intereſt ariſing therefrom, as ſhould be ſufficient to diſcharge the ſeveral ſums of money which ſhould remain charged thereon by the will of the ſaid *John Gib* deceaſed, at the time of ſuch ſale, and to permit the ſaid *Robert Smy* and *Mary* his wife, and *Elizabeth Hall*, to receive the reſidue or ſurplus of the ſaid monies in the proportions therein and hereinafter mentioned (that is to ſay); As to one moiety to permit the ſaid *Robert Smy* to receive the intereſt thereof during his life, and after his deceaſe to permit the ſaid *Mary* his wife to receive the intereſt thereof during her life, and after her deceaſe, to pay the ſame to ſuch of the children of the ſaid *Robert Smy* by the ſaid *Mary* his wife, and in ſuch proportions as the ſaid *Robert Smy* ſhould appoint; and for want of ſuch appointment, then to pay the ſaid moiety unto ſuch child or children of the ſaid *Robert Smy* by the ſaid *Mary* his wife, and in ſuch proportions

monies ariſing thereby to pay the mortgagee and others: the remainder to be put out at intereſt upon various truſts.

portions as the ſaid *Mary* ſhould appoint; and for want of any ſuch appointment, then to pay and divide the ſaid moiety unto and equally amongſt all and every the child and children of the ſaid *Robert Smy* by the ſaid *Mary* his wife who ſhould be living at the deceaſe of the ſurvivor of them at the times therein mentioned: and as to the other moiety of the ſaid ſurplus money, in truſt, to pay the ſame to the ſaid *Elizabeth Hall*, provided that until ſale of the ſaid premiſſes it ſhould be lawful for the ſaid *Robert Smy* and *Mary* his wife, and the ſurvivor of them, to receive the rents and profits of one moiety of the ſaid premiſſes, and for the ſaid *Elizabeth Hall* to receive the rents and profits of the other moiety; *And whereas* by indentures of leaſe and releaſe bearing date reſpectively the 28th day of *February*, and 1ſt day of *March*, which was in the year of our Lord 17—, the releaſe being tripartite and made, or mentioned to be made between the ſaid *Scawen Ken*, *Matthew Ken*, and *John Mea*, of the firſt part; the ſaid *Thomas Hall* and *Elizabeth* his wife of the ſecond part; and the ſaid *John Lee*, of the third part; Reciting the ſaid indentures of leaſe and releaſe of the 8th and 9th of *Auguſt* 17—, and that the ſaid *Thomas Hall* afterwards intermarried with the ſaid *Elizabeth Gib*, and in conſideration thereof, and of a ſettlement made by the ſaid *Thomas Hall* for the uſe of the ſaid *Elizabeth* his wife, previous to the ſaid marriage,

Another mortgage as a further ſecurity from the truſtees, and the ſecond deviſee recited.

it

it was agreed between the ſaid *Thomas Hall* and *Elizabeth* his wife, that one undivided moiety of the ſaid premiſſes ſhould be granted and conveyed to the ſaid *Thomas Hall*, and his heirs, ſubject to the payment of the ſeveral ſums of money, debts, annuities and legacies wherewith the ſame ſtood charged by the will of the ſaid *John Gibb*, deceaſed, and the ſaid therein recited indentures of leaſe and releaſe. It is witneſſed that for the better ſecuring the payment of the ſum of one thouſand pounds, lent the ſaid *Thomas Hall* by the ſaid *John Lee* on mortgage of certain copyhold and leaſehold premiſſes in *B.* in the ſaid county of *Berks*, with intereſt for the ſame, and for other conſiderations therein mentioned, they the ſaid *Scawen Ken*, *Matthew Ken*, *John Mea*, *Thomas Hall*, and *Elizabeth* his wife, did grant, releaſe, and confirm unto the ſaid *John Lee* and his heirs, one full and undivided moiety of and in the manor, court leet, view of frankpledge, meſſuages, lands, tenements, and hereditaments, which in and by the ſaid recited indentures of leaſe and releaſe of the 8th and 9th of *Auguſt* 1740, were granted and conveyed to them the ſaid *Scawen Ken*, *Matthew Ken*, *John Mea*, and *Thomas Hall* as aforeſaid; to hold the ſame unto and to the only proper uſe and behoof of the ſaid *John Lee*, his heirs and aſſigns for ever, ſubject to redemption, upon payment by the

ſaid

A transfer of the mortgage from the mortgagee, ſurviving truſtee and both deviſes recited.

ſaid *Thomas Hall* to the ſaid *John Lee* of the ſum of one thouſand pounds with intereſt at the time therein mentioned, *And whereas* by indentures of leaſe and releaſe, bearing date reſpectively, the 24th and 25th days of *May*, which was in the year of our Lord 17—; the releaſe being of four parts and made or mentioned to be made between the ſaid *John Lee* of the firſt part; the ſaid *Matthew Ken* who ſurvived the ſaid *Scawen Ken* and *John Mea*, both then deceaſed, of the ſecond part; the ſaid *Robert Smy*, and *Mary* his wife, and *Thomas Hall* and *Elizabeth* his wife of the third part; and the ſaid *Elizabeth Coult*, party hereto, of the fourth part; reciting the ſaid indentures of leaſe and releaſe of the 21ſt and 22d days of *June* 17—; And alſo the ſaid indentures of leaſe and releaſe of the 8th and 9th days of *Auguſt* 17—, and that there was then due to the ſaid *John Lee* on the ſaid therein recited ſecurities, the principal ſum of one thouſand two hundred pounds, all intereſt for the ſame having been diſcharged to the date thereof; it is witneſſed, that in conſideration of the ſum of one thouſand two hundred pounds therein mentioned to be paid, the ſaid *John Lee* by the ſaid *Elizabeth Coult* by the direction and appointment of the ſaid *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, and for other the conſiderations therein mentioned, he the ſaid *John Lee*

and alſo the ſaid *Matthew Ken* did bargain, ſell, alien, releaſe, and confirm, and the ſaid *Robert Smy* and *Mary* his wife, and *Thomas Hall* and *Elizabeth* his wife, did thereby grant, releaſe, ratify, and confirm unto the ſaid *Elizabeth Coult* and her heirs, the ſaid manor, court leet, view of frankpledge, meſſuages, lands, tenements, hereditaments, and premiſſes, and all their eſtate, and intereſt therein, to hold the ſame unto and to the only proper uſe and behoof of the ſaid *Elizabeth Coult*, her heirs and aſſigns, for ever, ſubject to a proviſo therein contained for making void the ſame on payment by the ſaid *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, or any of them, to the ſaid *Elizabeth Coult*, of the ſum of one thouſand two hundred pounds with intereſt at the time therein mentioned, which is long ſince paſt. *And whereas* by indentures of leaſe and releaſe bearing date reſpectively, the ſaid 24th and 25th days of *May* which was in the year of our Lord 17—, the releaſe being tripartite, and made, or mentioned to be made between the ſaid *John Lee* of the firſt part; the ſaid *Thomas Hall* and *Elizabeth* his wife of the ſecond part; and the ſaid *Elizabeth Coult* of the third part; reciting the ſaid indentures of leaſe and releaſe of the 28th of *February*, and 1ſt of *March* 17—; and that there was then due from the ſaid *Thomas Hall* to the ſaid *Elizabeth Coult* on the ſaid therein

A like transfer of the ſecond mortgage recited.

recited ſecurity, the principal ſum of one thouſand pounds, all intereſt for the ſame having been diſcharged to the date thereof; It is witneſſed, that in conſideration of the ſum of one thouſand pounds therein mentioned to be paid the ſaid *John Lee*, by the ſaid *Elizabeth Coult*, by the direction and appointment of the ſaid *Thomas Hall*, and which ſaid ſum of one thouſand pounds was the ſame ſum of one thouſand pounds mentioned to be the conſideration of a certain indenture tripartite bearing equal date therewith, expreſſed to be made between the ſaid *John Lee*, of the firſt part; the ſaid *Thomas Hall*, of the ſecond part; and the ſaid *Elizabeth Coult*, of the third part; whereby ſeveral meſſuages, lands, and hereditaments therein particularly mentioned, were aſſigned and agreed to be ſurrendered to the ſaid *Elizabeth Coult*, in manner therein expreſſed, for ſecuring to her the re-payment of the ſaid ſum of one thouſand pounds, with intereſt, and for other the conſiderations therein mentioned, he the ſaid *John Lee*, by the direction and appointment of the ſaid *Thomas Hall* and *Elizabeth* his wife, did bargain, ſell, alien, releaſe, and confirm, and the ſaid *Thomas Hall*, and *Elizabeth* his wife, did thereby grant, releaſe, ratify and confirm, unto the ſaid *Elizabeth Coult*, and her heirs, all that undivided moiety of and in the ſaid manor, court-leet, view of frankpledge, meſ-

meſſuages, lands, tenements, hereditaments and premiſſes, with their appurtenances, which in and by the ſaid recited indentures of leaſe and releaſe, of the 28th of *February*, and 1ſt of *March* 17—, were granted and conveyed to the ſaid *John Lee* as aforeſaid, to hold the ſame unto, and to the only proper uſe and behoof of the ſaid *Elizabeth Coult*, her heirs and aſſigns for ever, ſubject to redemption, upon payment by the ſaid *Thomas Hall*, to the ſaid *Elizabeth Coult*, of the ſum of one thouſand pounds, with intereſt, at the time therein mentioned; *And whereas* by indentures of leaſe and releaſe, bearing date reſpectively, the 17th and 18th days of *June*, which was in the year of our Lord 17—, the releaſe being of five parts, and made or mentioned to be made between the ſaid *Thomas Hall* and *Elizabeth* his wife, and the ſaid *Daniel Hall*, party hereto, of the firſt part; *John Rott* of *F.* in the city of *London*, gentleman, of the ſecond part; *Michael Hod* of the ſame place, gentleman, of the third part; the ſaid *William Her*, party hereto, one of the creditors of the ſaid *Thomas Hall* of the fourth part; and the ſeveral other perſons whoſe hands and ſeals are thereunto ſet, creditors of the ſaid *Thomas Hall* of the fifth part; reciting that the ſaid *Thomas Hall*, ſtood indebted to the ſaid *William Her*, in the ſum of one thouſand three hundred and ſeventy two pounds eleven ſhillings and nine-pence, and

A conveyance of a moiety of the premiſſes to a truſtee in order to ſell the ſame, and apply the produce in payment of debts.

to his ſeveral other creditors, parties thereto, in the ſeveral ſums of money ſet oppoſite to their reſpective names, which he was unable to ſatisfy; and that the ſaid *Thomas Hall*, in right of the ſaid *Elizabeth* his wife, or the ſaid *Elizabeth*, was intitled to an undivided moiety of the manor of *L.* and *E.* and of ſeveral meſſuages, lands, tenements, and hereditaments, in *L.* otherwiſe *K.* or one of them; ſubject to a mortgage made thereof, to the aforeſaid *John Lee*, for ſecuring the ſum of one thouſand two hundred pounds, and intereſt, one moiety whereof was payable by the ſaid *Thomas Hall*; and alſo ſubject to another mortgage made thereof to the ſaid *John Lee*, by the ſaid *Thomas Hall* and *Elizabeth* his wife, being a collateral ſecurity, for the better ſecuring the payment of the ſum of one thouſand pounds, and intereſt lent upon mortgage of certain premiſſes in *B.* aforeſaid, and that the ſaid *Thomas Hall*, being deſirous to pay the ſeveral debts owing by him, ſo far as he was able, and for that purpoſe to convey the ſaid premiſſes, amongſt others, ſubject to the ſeveral incumbrances affecting the ſame; In truſt, to be ſold for the benefit of the ſaid *William Her*, and the other creditors, parties thereto; It is witneſſed, that in purſuance of the ſaid propoſal, and for carrying the ſame into execution, and for other the conſiderations therein mentioned, the ſaid *Thomas Hall*, and *Daniel Hall*, did grant, releaſe, and confirm unto the ſaid

William

William Her, and his heirs, one full and equal moiety or half-part of the ſaid premiſſes, To hold the ſame, unto and to the only proper uſe and behoof of the ſaid *William Her*, his heirs and aſſigns for ever, ſubject to the ſeveral mortgages made thereof, to the ſaid *John Lee*, which were then veſted in the ſaid *Elizabeth Coult*; upon truſt, that he the ſaid *William Her*, and his heirs, ſhould with all convenient ſpeed ſell and diſpoſe of the ſaid premiſſes, for the moſt money that could be got for the ſame, and pay, apply, and divide the reſidue of the purchaſe-money ariſing by ſale of the ſaid premiſes, after diſcharging the coſts attending the execution of the truſts therein mentioned, to and for the benefit of him the ſaid *William Her*, and the other creditors, parties thereto, in proportion to their ſeveral and reſpective debts; and to the end the ſeveral purchaſers of the premiſſes thereby conveyed, might have a clear and abſolute title thereto, freed from the truſts thereby declared concerning the ſame, it was thereby declared and agreed that the receipt of the ſaid *William Her*, for the purchaſe-money, for which the ſaid premiſſes ſhould be ſold, ſhould be a ſufficient diſcharge to the reſpective purchaſors thereof, who ſhould not be anſwerable for any miſ-application of the purchaſe-money, as in and by the ſaid recited will, and the ſaid ſeveral recited indentures (relation being thereto reſpectively

Money owing to the mortgagee.

had) may appear; *And whereas* there is now due and owing to the ſaid *Elizabeth Coult*, from the ſaid *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, on the ſecurity of the hereditaments herein after mentioned, to be hereby releaſed, the principal ſum of one thouſand two hundred pounds, all intereſt for the ſame having been diſcharged to the day of the date hereof; *And whereas* the ſaid *William Her*, ſome time ſince paid the ſaid *Elizabeth Coult*, the ſum of one thouſand pounds, borrowed by the ſaid *Thomas Hall* and *Elizabeth* his wife, on the ſecurity of their moiety of the ſaid premiſſes as aforeſaid, with all intereſt for the ſame, by and out of the money raiſed by the ſale of the premiſſes in *B.* the payment and receipt whereof ſhe the ſaid *Elizabeth Coult*, doth hereby accordingly acknowledge; *And whereas* the ſaid *Robert Smy* and *William Her*, cauſed notice to be given in ſeveral of the publick newſpapers, for the ſale of the hereditaments hereinafter mentioned to be hereby releaſed, by auction on the 21ſt day of *June* laſt paſt, when it was agreed that five hundred pounds, part of the purchaſe-money ſhould remain in the hands of the purchaſor of the ſaid premiſſes who ſhould pay intereſt for the ſame, after the rate of four pounds *per centum per annum* being twenty pounds a-year to the ſaid *Frances Hit*, during

The truſtee hath paid off the mortgage.

The premiſſes ſold by publick auction at which time it was agreed that certian monies ſhould remain in the purchaſer's hands at intereſt.

during her life, in ſatisfaction of the ſaid two ſeveral annuities of ten pounds and ten pounds, given her, and charged on the ſaid premiſſes, by the will of the ſaid *John Gib* as aforeſaid, and that immediately after the deceaſe of the ſaid *Frances Hit*, the purchaſor of the ſaid premiſſes, ſhould pay three hundred pounds, part of the ſaid ſum of five hundred pounds, equally between the ſaid *Robert Smy*, and *William Her*, and divide the remaining two hundred pounds thereof amongſt ſuch of the children of the ſaid *Frances Hit*, as ſhould be entitled thereto, under the will of the ſaid *John Gib*, as aforeſaid; *And whereas* the ſaid *Edward Edmunds*, party hereto, was at the ſaid ſale the higheſt bidder for the ſaid premiſſes, and thereupon declared the purchaſor thereof, at and for the price or ſum of three thouſand four hundred and eighty pounds, whereout the ſaid *Elizabeth Coult*, is to be paid the ſaid principal ſum of one thouſand two hundred pounds, remaining due to her from the ſaid *Robert Smy* and *Thomas Hall*, on the ſecurity of the hereditaments hereinafter mentioned, to be hereby releaſed as aforeſaid; and the ſaid *Robert Smy* and *Mary* his wife, *Emilia Smy* and *Mary Smy*, the younger, are to be paid the ſum of eight hundred and ninety pounds, further part of the purchaſe-money for the ſaid premiſſes, and the ſaid *William Her*, is to be paid the like ſum of eight hundred and ninety

A party hereto hath purchaſed the premiſſes.

pounds, other part of the ſaid purchaſe-money, and the remaining five hundred pounds thereof is agreed, ſhall continue in the hands of the ſaid *Edward Edmunds*, upon the terms hereinbefore particularly mentioned; NOW THIS INDENTURE WITNESSETH, that for and in conſideration of the ſaid ſum of one thouſand two hundred pounds of lawful money of *Great Britain*, to the ſaid *Elizabeth Coult*, in hand paid by the ſaid *Edward Edmunds*, at and before the ſealing and delivery of theſe preſents, at the requeſt and by the direction and appointment of the ſaid *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy*, the younger, *Daniel Hall*, and *William Her*, (teſtified by their ſeverally being parties to, and ſealing and delivering of theſe preſents) in full ſatisfaction and diſcharge of the ſaid ſum of one thouſand two hundred pounds, ſo due and owing to her on mortgage of the hereditaments hereinafter mentioned to be hereby releaſed as aforeſaid, the receipt whereof ſhe the ſaid *Elizabeth Coult*, doth hereby acknowledge, and thereof, and of and from every part thereof, doth acquit, releaſe, and diſcharge the ſaid *Edward Edmunds*, *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, and *Mary Smy*, the younger, *Daniel Hall* and *William Her*, and every of them reſpectively, their ſeveral and reſpective heirs, executors, and

The conſideration paid to the reſpective parties.

and adminiſtrators, and alſo for and in conſideration of the ſum of eight hundred and ninety pounds, of like lawful money, to the ſaid *Robert Smy*, and *Mary* his wife, *Emilia Smy*, and *Mary Smy* the younger, in hand alſo paid by the ſaid *Edward Edmunds*, at and before the ſealing and delivery of theſe preſents, the receipt whereof they the ſaid *Robert Smy* and *Mary* his wife, *Emilia Smy* and *Mary Smy*, the younger, do hereby acknowledge, and thereof, and of and from every part thereof do, and each and every of them doth acquit, releaſe, and for ever diſcharge the ſaid *Edward Emunds*, his heirs, executors, and adminiſtrators, by theſe preſents, and for and in conſideration of the ſaid *Edward Edmunds*, covenant hereinafter inſerted and contained, for paying the further ſum of five hundred pounds, in manner hereinafter mentioned, which ſaid ſeveral ſums of one thouſand two hundred pounds, eight hundred and ninety pounds, and five hundred pounds, together with the ſum of eight hundred and ninety pounds hereinafter mentioned, to be paid the ſaid *William Her*, make in the whole the ſum of three thouſand four hundred and eighty pounds, being the full conſideration for the abſolute purchaſe of the hereditaments hereinafter mentioned to be hereby granted and releaſed; and in conſideration of the ſum of five ſhilling a-piece, to the ſaid *Thomas Hall* and *Elizabeth* his wife, and *Daniel Hall*, in hand

A further ſum to be paid hereafter.

hand paid by the ſaid *Edward Edmunds*, and of five ſhillings a-piece to the ſaid *Elizabeth Coult*, *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy*, the younger, and *Daniel Hall*, in hand paid by the ſaid *Joſeph Hood*, at or before the execution of theſe preſents, the receipt whereof is hereby reſpectively acknowledged, ſhe the ſaid *Elizabeth Coult*, with the conſent and approbation, and by the direction and appointment, as well of the ſaid *Robert Smy* and *Mary* his wife, *Thomas Hill* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy*, the younger, and *Daniel Hall*, as alſo of the ſaid *William Her*, (teſtified by their being parties to, and ſeverally ſealing and delivering of theſe preſents) hath bargained, ſold, aliened, releaſed, and confirmed, and the ſaid *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy*, the younger, and *Daniel Hall*, have and each and every of them hath granted, bargained, ſold, aliened, releaſed, ratified, and confirmed, and by theſe preſents the ſaid *Elizabeth Coult* doth bargain, ſell, alien, releaſe, and confirm, and the ſaid *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy* the younger, and *Danel Hall*, do, and each and every of them doth grant, bargain, ſell, alien, releaſe, ratify, and confirm unto the ſaid *Edward Edmunds*, and *Joſeph Hood*, (in their actual poſſeſſion, now being by virtue of a bargain and ſale to them

The conveyance.

Poſſeſſion transferred.

them thereof made by the ſaid *Elizabeth Coult*, *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy*, the younger, and *Danel Hall*, in conſideration of ten ſhillings, by indenture bearing date the day next before the day of the date of theſe preſents, for one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute, for transferring uſes into poſſeſſion) and to their heirs; all that capital meſſuage or tenement, ſituate, ſtanding, and being in the pariſh of *L.* in the ſaid county of *Berks*, formerly in the occupation of *Thomas Gib*, afterwards of *John King*, and now in the poſſeſſion or occupation of *John Syr*, his under-tenants or aſſigns; and all that the manor and lordſhip of *L.* aforeſaid; and alſo the right and liberty of holding and enjoying within the ſaid manor, or lordſhip, town, pariſh, and hamlet of *L.* aforeſaid, court leet, and view of frankpledge of all tenants reſident and inhabitant, and others reſident, and coming within the ſaid manor or lordſhip, and precincts of the ſame, and all and whatſoever to the ſaid court leet and view of frankpledge appertaineth and belongeth, or by any means ought to appertain and belong thereto; and all thoſe ſeveral cloſes, pieces, and parcels of arable land, ley meadow, and paſture ground, ſituate and being in the ſeveral pariſhes of *L.* and *E.*

The parcels.

or

or one of them, in the ſaid county of *Berks*, hereinafter particularly mentioned and deſcribed (that is to ſay); All thoſe two cloſes of arable land lying together, called by the ſeveral names of *Upper Higbidds* and *Lower Higbidds* heretofore, but one cloſe only and undivided and called by the name of *Higbids*, otherwiſe *Higbeds*, lying near unto the ſaid meſſuage or tenement, containing together, by eſtimation, eleven acres, be the ſame more or leſs; *And* alſo all that cloſe of paſture ground called *Walnut-tree Cloſe*, adjoining to the ſaid cloſe called *Lower Higbids* on the Eaſt part part thereof, containing, by eſtimation three acres, be the ſame more or leſs; and all that orchard called or known by the name of *Mobb's Well Orchard*, adjoining to the ſaid cloſe called *Walnut-tree Cloſe*, on the South Weſt part thereof; and alſo all that cloſe of arable land formerly called *Horſe Cloſe*, and now called *Plowed Horſe Cloſe*, ſhooting upon *Stank Lane* on the Eaſt end thereof, containing, by eſtimation, three acres, be the ſame more or leſs; and alſo all that cloſe of paſture ground formerly called *Stank's Pond Cloſe*, otherwiſe *Stank Cloſe*, otherwiſe *Little Horſe Cloſe*, now called *Graſs Horſe Cloſe*, adjoining or lying near unto the ſaid *Plowed Horſe Cloſe*, containing, by eſtimation, three acres, be the ſame more or leſs; and alſo a cloſe of meadow called *Rotten Mead*, adjoining or lying near to the ſaid *Graſs Horſe Cloſe*, containing, by eſtimation, three acres be

the

the ſame more or leſs; and alſo all that piece of meadow ground called *Rotten Mead*, otherwiſe *Little Horſe Cloſe*, adjoining to a cloſe called the *Great Moor*, on the Eaſtward part thereof, formerly part of the ſaid *Great Moor*, containing, by eſtimation, two acres, be the ſame more or leſs; and alſo all thoſe five acres of arable land, by eſtimation, lying in *Hatch Furlong*, ſhooting into the *Moor Brook*, at the Eaſt end thereof, and on *Plater's Lane* on the Weſt end thereof; and alſo all that meadow or cloſe of ground formerly called *Reddings*, otherwiſe *Parſlow*, otherwiſe *Lower Mead*, and now or late called *Apſley Mead*, adjoining to a cloſe called *Hareſield*, containing, by eſtimation, four acres, be the ſame more or leſs; alſo all that parcel of meadow ground in *Moor Cloſe*, adjoining to the brook there, on the Weſt, now or late called the *Little Moor Cloſe*, containing, by eſtimation, one acre, be the ſame more or leſs; and alſo all that cloſe of paſture ground called *Middle Moor Cloſe*, lying between the ſaid cloſes called the *Great Moor* and *Little Moor*, containing, by eſtimation, four acres, be the ſame more or leſs; and alſo all that cloſe of meadow or paſture ground called the *Great Moor*, lying near unto *Crackhills*, and ſhooting into *Stank Furlong*, containing, by eſtimation, five acres, be the ſame more or leſs; and alſo all thoſe two acres and an half of arable land, by eſtimation, be the ſame more or leſs, being eight ridges,

ridges, lying in *Church Field*, upon the *Moor Hill* there, abutting upon the land heretofore of *Richard Rooke*, and afterwards of Mr. *Lead*, North; and alſo one yard, or half an acre in *Church Field* in *Water Furrow*, abutting on land formerly of *Richard Rooke*, and afterwards of Mr. *Lead*, North; and alſo all thoſe five lands or buts in *Church Field*, adjoining to lands heretofore of the ſaid *Richard Rooke*, and afterwards of Mr. *Lead* on both ſides, containing, by eſtimation, two acres and an half, be the ſame more or leſs, ſhooting upon *Garden Piece*; and alſo all thoſe three acres of arable land, by eſtimation, be the ſame more or leſs, in *Blackdown Hill*, otherwiſe *Blacknoll Hill*, upon the hanging of the hill, adjoining to the land late of *Richard Statham* and *John Bigg*, and afterwards of Mr. *Bates*, Weſt: and alſo all that cloſe of meadow ground, upon part whereof a dove-houſe formerly ſtood, called *Crackhill's Orchard*, containing, by eſtimation, two acres, be the ſame more or leſs; and alſo all thoſe two acres of meadow, as the ſame do ariſe by lot, lying in the lot mead called *The Squire*, one acre whereof lyeth in the longer lot, and the other acre in the ſhorter lot; and alſo all that piece of meadow ground called *Little Apſley Meadow*, otherwiſe *Oak Cloſe*, containing, by eſtimation, three acres, be the ſame more or leſs, adjoining to certain lands called the *Butts*, on the North, and to the common field of *L*——, on the

the South, and to the lands late of Mr. *Charles Howes*, on the Eaſt; and alſo all that piece or parcel of arable land, with the appurtenances, called or known by the name of *The Leys*, containing, by eſtimation, two acres, be the ſame more or leſs, extending to the ſaid *Butts* on the North, and to *L*——— aforeſaid on the South; and alſo one ridge in the *Netherfield* in *Long Hedge Furlong*, ſhooting on a cloſe called *Twenty Leys*, on the Eaſt; and alſo all thoſe nine lands together in one piece, formerly between two baulks, one being ſince plowed up in a furlong called *Red Lands*, adjoining to the lands late of Mr. *Rooke*, and afterwards of Mr. *Lead*, North; and alſo all that cloſe of paſture ground formerly called *Tunningham Cloſe*, and now or late called *Foxley Cloſe*, adjoining to the paſture ground heretofore of *Robert Sheppard*, and afterwards of Mr. *Lead*, North, and unto *Foxley Hill*, South, containing, by eſtimation, two acres, be the ſame more or leſs: in *Boxfield* a piece of arable land, containing, by eſtimation, three acres, and conſiſting of eight ridges called *Pouldaſh Piece*, the land heretofore of Mr. *Rooke*, and afterwards of Mr. *Lead*, on both ſides thereof, one piece of land called *Dew Acre*, adjoining to *Acknell Way*, South, containing, by eſtimation, one acre, be the ſame more or leſs; one other piece of land called *Garden Piece*, containing, by eſtimation, ſix acres, be the ſame more or leſs, abutting

to

to land heretofore of *John Thurnbarne*, eſquire, afterwards of *John Revett*, eſquire, North; and alſo all that piece of arable land, formerly meadow, in *Tunningham*, abutting on the brook there, North, containing, by eſtimation, one acre, be the ſame more or leſs; and alſo all that cloſe of arable land called *The Maſons*, adjoining to land, now or late of Mr. *Bates*, South, and *Lower-field Lane* North, containing, by eſtimation, three acres, be the ſame more or leſs; and all that piece of wood land called *Baulkwood* or *Boxwood*, containing, by eſtimation, three acres, be the ſame more or leſs; and all that meſſuage or tenement formerly in the occupation of *Richard Ingram* afterwards of *Francis Gilford*, and now of *William Rogers*, ſituate and being in *L*———— aforeſaid; and all thoſe ſeveral cloſes, pieces and parcels of arable land, ley meadow and paſture ground, ſituate and being in the ſaid ſeveral pariſhes of *L*———— and *E*———— aforeſaid, or one of them, hereinafter mentioned, butted, bounded, and deſcribed (that is to ſay); All thoſe two cloſes of paſture ground, wherein the laſt mentioned meſſuage ſtands, formerly called *Great-lane Cloſe*, now divided into two parts, and called by their ſeveral names of *Great-lane Cloſe* and *Little-lane Cloſe*, containing together, by eſtimation, fifteen acres, be the ſame more or leſs; and alſo all that cloſe of paſture ground called *Lower Mead-acre*,

adjoining to *Great Lands Close*, containing by eſtimation twelve acres, be the ſame more or leſs, and alſo all that cloſe of paſture ground called the *Frizes*, containing by eſtimation, three acres be the ſame more or leſs, adjoining to the ſaid cloſe called *Lower Mead Acre*, and ſuppoſed to be formerly part thereof. And alſo all that cloſe of arable land or paſture ground called *Upper Mead Acre*, now likewiſe divided into two parts, one part thereof, being called *Upper Mead Acre*, and the other part thereof called *Barley Cloſe*, adjoining to the ſaid cloſe called *Lower Mead Acre*, and containing by eſtimation, ſeven acres, be the ſame more or leſs; and alſo all that cloſe of paſture ground, called *Little Lands Cloſe* adjoining to the ſaid cloſe, called *Lower Mead Acre*, and containing by eſtimation four acres, be the ſame more or leſs; and all that ſmall cottage in the pariſh of *L*—— —— aforeſaid, late in the occupation of ——— *Leano*, widow, and now of *Edward Ryder*; all which ſaid meſſuages, lands, hereditaments, and premiſſes are ſituate, lying and being in the ſaid ſeveral pariſhes of *L. K.* and *E.* or one of them, or howſoever otherwiſe the ſaid meſſuages, lands, hereditaments, and premiſſes, are or ought to be butted, bounded, and deſcribed, and all ſuch other the meſſuages, or tenements, lands, and hereditaments, now or late of the ſaid *Robert Smy* and *Mary* General words.

his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy* the younger, and *Daniel Hall*, or any or either of them, ſituate, lying, and being in the ſeveral pariſhes of *L. K.* and *E.* or either of them, whereof the ſaid *John Gib* died ſeiſed, though the ſame are not in theſe preſents particularly mentioned and deſcribed, together with all out-houſes, buildings, barns, ſtables, yards, orchards, gardens, hedges, ditches, mounds, fences, ways, waiſs, eſtrays, goods and chattels of felons, fugitives, and perſons outlawed, deodands, heriots, amerciaments, fines, ſervices, rents, waters, watercourſes, hades, baulks, furrows, commons, profits, commodities, priviledges, royalties, and appurtenances whatſoever, to the ſaid manor, court leet, and view of frankpledge, meſſuages, cottages, or tenements, lands, hereditaments, and premiſſes hereby releaſed, or intended ſo to be, or any of them, or any part or parcel thereof *belonging*, or in any wiſe appertaining, or with them or any of them, held, uſed, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member of them or any of them; and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues, and profits thereof, and of every part and parcel thereof, and all the eſtate, right, title, intereſt, uſe, truſt, property, claim, and demand whatſoever, both at law and in equity, and in poſſeſſion, reverſion,

ſion, remainder, expectancy, or otherwiſe howſoever, of them the ſaid *Elizabeth Coult*, *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy* *Mary Smy* the younger, and *Daniel Hall*, or any or either of them, of, in, or to the ſame premiſſes, and every part or parcel thereof, together with all deeds, evidences, and writings, which concern the ſame premiſſes only, and true copies of all other deeds, evidences, and writings, which concern the ſame premiſſes, or any part thereof, jointly with any other lands, tenements, and hereditaments, of greater value than the premiſſes hereby releaſed, now in the cuſtody or power of the ſaid *Elizabeth Coult*, *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy*, the younger, and *Daniel Hall*, or any or either of them, or which they, any, or either of them can come by without ſuit at law or in equity, the preſent copies thereof to be made at the coſts and charges of the ſaid *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy* the younger, and *Daniel Hall*, ſome or one of them, but all future copies thereof to be made at the coſts and charges of the ſaid *Edward Woods*, his heirs or aſſigns. *To have and to hold* the ſaid manor, court leet, view of frankpledge, meſſuages, cottage, lands, tenements, hereditaments, and premiſſes hereinbefore mentioned

Deeds.

Habendum to the purchaſor and a truſtee.

and hereby granted and releaſed, or intended ſo to be, with their and every of their appurtenances unto the ſaid *Edward Edmunds* and *Joſeph Hood*, and their heirs, to the uſe and behoof of the ſaid *Edward Edmunds* and *Joſeph Hood* and the heirs of the ſaid *Joſeph Hood*; nevertheleſs as to the eſtate of the ſaid *Joſeph Hood* and his heirs therein, in truſt for the ſaid *Edward Edmunds* his heirs and aſſigns for ever.

In truſt for the purchaſor.

AND THIS INDENTURE FURTHER WITNESSETH, That for the conſiderations aforeſaid, and of the ſum of eight hundred and ninety pounds of lawful money of *Great Britain* to the ſaid *William Her* in hand paid by the ſaid *Edward Edmunds*, at and before the ſealing and delivery of theſe preſents, the receipt whereof, he the ſaid *William Her* doth hereby acknowledge, and thereof doth acquit, releaſe, and for ever diſcharge the ſaid *Edward Edmunds*, his heirs, executors, adminiſtrators, and aſſigns for ever by theſe preſents, and of the ſum of five ſhillings of like lawful money to the ſaid *William Her* in hand paid by the ſaid *Joſeph Hood* at and before the ſealing and delivery of theſe preſents, the receipt whereof is hereby alſo acknowledged; he the ſaid *William Her* with the conſent and approbation, and by the direction and appointment of the ſaid *Thomas Hall* and *Elizabeth* his wife, and *Daniel Hall* (teſtified by their being parties to, and executing theſe preſents) *hath* bargained, ſold, aliened, releaſed, ratified,

The conveyance from the truſtee of the inſolvent perſon.

fied, and confirmed, and by theſe preſents *doth* bargain, ſell, alien, releaſe, ratify, and confirm unto the ſaid *Edward Edmunds* and *Joſeph Hood* (in their actual poſſeſſion now being as aforeſaid) and their heirs, all that one full and equal moiety or half part (the whole into two equal parts to be divided) of, and in the ſaid manor and lordſhip, court leet, and view of frankpledge, meſſuages, cottages, cloſes, lands, tenements, hereditaments, and premiſſes with their appurtenances hereinbefore mentioned and intended to be granted and releaſed to the ſaid *Edward Edmunds* and *Joſeph Hood* as aforeſaid, and which in and by the ſaid recited indentures of leaſe and releaſe of the 17th and 18th days of *January* 17— were granted and conveyed to the ſaid *William Her*, and his heirs upon the truſts aforeſaid; and the reverſion and reverſions, remainder and remainders, rents, iſſues, and profits thereof, and of every part and parcel thereof, and all the eſtate, right, title, intereſt, uſe, truſt, property, claim, and demand whatſoever, both at law and in equity of him the ſaid *William Her*, of, in, to or out of the ſame premiſſes, and every part and parcel thereof. *To have and to hold* the ſaid one full and equal undivided moiety or half part hereby granted and releaſed by the ſaid *William Her* of the ſaid manor, court leet, and view of frankpledge, meſſuages, cottage, lands, tenements, hereditaments,

Habendum as before.

taments, and premiſſes, hereinbefore mentioned, and every part and parcel thereof, with the appurtenances, unto the ſaid *Edward Edmunds* and *Joſeph Hood* and their heirs, to the uſe and behoof of the ſaid *Edward Edmunds* and *Joſeph Hood* and the heirs of the ſaid *Joſeph Hood*. *Neverthelefs* as to the eſtate of the ſaid *Joſeph Hood* and his heirs therein, in truſt for the ſaid *Edward Edmunds*, his heirs and aſſigns for ever. And the ſaid *Elizabeth Coult* and *William Her* for themſelves ſeverally, and for their ſeveral heirs, executors, and adminiſtrators, and not jointly, or the one for the other, or for the acts of the other, but for their own reſpective acts only, do and each of them doth hereby covenant, promiſe and agree to and with the ſaid *Edward Edmunds*, his heirs and aſſigns, that they the ſaid *Elizabeth Coult* and *William Her* have not, nor hath either of them at any time heretofore made done committed or executed, or wittingly or willingly ſuffered any act, deed, matter, or thing whatſoever, whereby, or by means whereof the ſaid manor, court leet, view of frankpledge, meſſuages. lands, tenements, hereditaments, and premiſſes herein before mentioned, to be hereby granted and releaſed, or any part thereof, are, is, ſhall, or may be any ways impeached, charged, affected, or incumbered in title, charge, eſtate or otherwiſe howſoever. And the ſaid *Robert Smy* for himſelf and his heirs,

Covenant from the mortgagee and truſtee that they have done no act to incumber.

Covenant from the mortgagors to levy a fine.

heirs, and for the ſaid *Mary* his wife, and the ſaid *Thomas Hall* for himſelf and his heirs, and for the ſaid *Elizabeth* his wife, and the ſaid *Emilia Smy*, *Mary Smy* the younger, and *Daniel Hall* for themſelves ſeverally, and for their ſeveral heirs, do, and each of them doth hereby covenant with the ſaid *Edward Edmunds* his heirs and aſſigns, that they the ſaid *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy* the younger, and *Daniel Hall*, or their reſpective heirs, ſhall and will, at their own coſts and charges, as of this preſent *Eaſter* term, or of ſome other ſubſequent term, in due form of law, levy and acknowledge before the juſtices of his majeſty's court of Common Pleas at *Weſtminſter*, unto the ſaid *Edward Edmunds* and *Joſeph Hood*, and the heirs of the ſaid *Joſeph Hood*, one or more fine or fines, *ſur conuſans de droit come ceo*, *&c.* with proclamations thereupon to be had, according to the form of the ſtatute in that caſe made and provided, and the uſual courſe of fines in ſuch caſes accuſtomed, of the ſaid manor, court leet, view of frankpledge, meſſuages, lands, tenements, and hereditaments herein beforementioned, and hereby granted and releaſed, or intended ſo to be, by ſuch apt and convenient names, numbers of meſſuages and acres, quantities, qualities, and other deſcriptions to aſcertain the ſame, as ſhall be thought meet; which ſaid fine or fines, ſo as aforeſaid,

The uſes of the fine declared.

or in any other manner, or at any other time to be had and levied of the ſame premiſſes, and all and every other fine and fines, conveyances and aſſurances in the law whatſoever, heretofore had, made, levied, ſuffered, or executed, or hereafter to be had, made, levied, ſuffered, or executed of the ſame premiſſes, or any part thereof alone, or jointly with any other hereditaments, by and between the ſaid parties to theſe preſents or any of them alone, or jointly with any other perſon or perſons, or whereunto they or any of them, are, is, or ſhall be parties or privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued, and taken to be and enure, and ſo are and were meant and intended, and are hereby declared to be and enure, and the conuzee and conuzees in the ſaid fine or fines named, or to be named, and his and their heirs ſhall ſtand and be ſeiſed of the ſaid hereby granted and releaſed premiſſes, and of every part thereof, with their appurtenances, to the uſe and behoof of the ſaid *Edward Edmunds* and *Joſeph Hood*, and the heirs of the ſaid *Joſeph Hood*, in truſt as aforeſaid, and to and for no other uſe, intent, or purpoſe whatſoever. And the

Covenant that the parties are ſeiſed of the manor, &c. in fee.

ſaid *Robert Smy*, *Thomas Hall*, *Emilia Smy*, *Mary Smy* the younger, and *Daniel Hall* for themſelves ſeverally, and for their ſeveral heirs, executors, and adminiſtrators, and not jointly or the one for the other or others, or for the

acts

acts of the other or others of them, but for their own reſpective acts only, do, and each and every of them doth covenant, promiſe, and agree, to and with the ſaid *Edward Edmunds*, his heirs and aſſigns by theſe preſents in manner following (that is to ſay) that they the ſaid *Elizabeth Coult*, *Robert Smy*, and *Mary* his wife, *Thomas Hall*, and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy* the younger, *Daniel Hall*, and *William Her*, are and ſtand, or ſome or one of them is and ſtandeth, at the time of the ſealing and delivering of theſe preſents, lawfully and abſolutely ſeiſed of the ſaid manor, court leet, view of frankpledge, meſſuages, lands, tenements, hereditaments, and premiſſes hereby granted, and releaſed, or intended ſo to be, with their and every of their appurtenances, of a good, ſure, abſolute and indefeazable eſtate of inheritance in fee-ſimple, without any manner of condition, truſt, proviſo, power of revocation, limitation of uſe or uſes, or other reſtraint, matter, or thing whatſoever, to alter, charge, defeat, determine, revoke, or make void the ſame eſtate. *And* alſo that they the ſaid *Elizabeth Coult*, *Robert Smy*, and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy* the younger, *Daniel Hall*, and *William Her* or ſome or one of them have or hath at the time of the ſealing and delivering of theſe preſents, good right, full power, and lawful and abſolute authority by theſe preſents,

and have right to convey.

preſents, and the fine hereby covenanted to be levied as aforeſaid, to grant, releaſe, and convey the aforeſaid premiſſes, with their and every of their appurtenances in manner aforeſaid. *And further* that it ſhall and may be lawful to and for the ſaid *Edward Edmunds*, his heirs and aſſigns, from time to time, and at all times hereafter, peaceably and quietly to enter into and upon, and to have, hold, occupy, poſſeſs, and enjoy the ſaid manor, court leet, view of frankpledge, meſſuages, lands, tenements, hereditaments, and premiſſes hereinbefore mentioned, and intended to be hereby granted and releaſed, and every part and parcel thereof, with their and every of their appurtenances, and to receive and take the rents, iſſues, and profits thereof, from henceforth to grow due, to his and their own uſe, without the lawful let, ſuit, trouble, interruption, claim, or demand, of or by the ſaid *Elizabeth Coult*, *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, *Emilia Smy* *Mary Smy* the younger, *Daniel Hall*, and *William Her* or any of them, their or any of their heirs or aſſigns, or any other perſon or perſons whomſoever, claiming or to claim, by, from, or under their or any of their anceſtors. *And* that free and clear, and freely and clearly, and abſolutely acquitted, freed and diſcharged or otherwiſe by the ſaid *Robert Smy*, *Thomas Hall*, *Emilia Smy*, *Mary Smy* the younger, and *Daniel Hall*, ſome or one of them, or the heirs, executors,

Covenant for peaceable enjoyment,

free from incumbrances.

tors, or adminiſtrators of them, ſome, or one of them well and ſufficiently ſaved harmleſs and kept indemnified, of, from, and againſt all and all manner of former, and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dower, title of dower, uſes, intails, rents, arrears of rent, taxes, aſſeſſments, ſtatutes, recognizances, judgments, extents, executions, and of, from, and againſt all other eſtates, titles, troubles, charges, and incumbrances whatſoever, had, made, executed, committed, done, or ſuffered by them or any of them, or any of their anceſtors (other than and except ſuch deeds, conveyances, matters, and things, as are herein before mentioned, and ſet forth and alſo other than and except ſuch terms for years, if any are ſubſiſting, as have been or are intended to be aſſigned to attend the inheritance of the ſaid premiſſes, and to be kept on foot, in truſt for the ſaid *Edward Edmunds*, his heirs and aſſigns, and the ſeveral leaſes to the tenants of the ſaid premiſſes at improved rents, and except ſuch intereſt as the ſaid *Frances Hit* and her children have in the ſaid premiſſes, by virtue of the will of the ſaid *John Gib* as aforeſaid.) *And moreover* that they the ſaid *Elizabeth Coult*, *Robert Smy* and *Mary* his wife, *Thomas Hall*, and *Elizabeth* his wife, *Emilia Smy*, *Mary Smy* the younger, *Daniel Hall*, and *William Her*, and each and every of them, their and each and every of their heirs, and all and every other perſon or perſons having,

Covenant for further aſſurances.

ing, or lawfully claiming or to claim, any eſtate, right, title, truſt, or intereſt, of, in, to, or out of the ſaid premiſſes, hereby granted and releaſed, or any part thereof (except only the tenants of the ſaid premiſſes in reſpect of their leaſes, and the ſaid *Frances Hit* and her children in reſpect of the ſaid annuity and legacy) ſhall and will from time to time and at all times hereafter, at the requeſt, coſts and charges in the law of the ſaid *Edward Edmunds*, his heirs or aſſigns, make, do, acknowledge, levy, ſuffer, and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered, and executed, all and every ſuch further and other lawful and reaſonable act and acts, deed and deeds, conveyances and aſſurances in the law whatſoever, be the ſame by fine or fines, or other matter of record or otherwiſe, for the further, better, more perfect, and abſolute granting, conveying, and aſſuring the ſaid manor, court leet, view of frankpledge, meſſuages, lands, tenements, hereditaments, and premiſſes herein before mentioned, and hereby granted and releaſed, or intended ſo to be, with their appurtenances, to the uſe of the ſaid *Edward Edmunds* and *Joſeph Hood*, and the heirs and aſſigns of the ſaid *Joſeph Hood*, but in truſt as aforeſaid, as by the ſaid *Edward Edmunds* his heirs or aſſigns, or his or their counſel learned in the law ſhall be reaſonably deviſed or adviſed and required, ſo as

as ſuch further aſſurances, or any of them do not contain or imply any further or other covenant or warranty than againſt the reſpective acts of the party or parties required to make and execute the ſame, and ſo as the perſon or perſons required to make and execute ſuch conveyances, be not compelled or compellable to travel or go from his, her, or their habitation or place of abode, for the doing thereof. *And* the ſaid *Edward Edmunds* in purſuance and performance of the ſaid recited agreement on his part, doth hereby for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, and agree to and with the ſaid *Robert Smy*, *Thomas Hall*, and *William Her*, and each and every of them, their and each of their reſpective executors, and adminiſtrators, in manner following, (that is to ſay) that he the ſaid *Edward Edmunds*, his heirs or aſſigns, ſhall and will, well and truly pay or cauſe to be paid unto the ſaid *Frances Hit*, the two ſeveral annuities of ten pounds and ten pounds given her by the will of her father the ſaid *John Gib* deceaſed, when and as the ſame reſpectively ſhall from henceforth become due and payable. *And alſo* that he the ſaid *Edward Edmunds*, his heirs or aſſigns, ſhall and will immediately after the deceaſe of the ſaid *Frances Hit* well and truly pay or cauſe to be paid unto the ſaid *Robert Smy*, his executors, adminiſtrators, or aſſigns, the ſum of one hundred

Covenant from the purchaſor to pay certain annuities according to the teſtator's will.

And after the death of a party to diſtribute the 500l. part of the purchaſe money left in his hands in certain proportions.

dred and fifty pounds of lawful money of *Great Britain*, with intereſt for the ſame, after the rate of four pounds *per centum per annum*, from the time whereon the ſaid annuities became due and payable, next before the dedeceaſe of the ſaid *Frances Hit*, and likewiſe ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *William Her*, his executors, adminiſtrators, or aſſigns, the like ſum of one hundred and fifty pounds, with intereſt for the ſame, after the rate, and from the time aforeſaid; and alſo that he the ſaid *Edward Edmunds*, his heirs or aſſigns, ſhall and will upon and after the deceaſe of the ſaid *Frances Hit*, well and truly pay, diſtribute, and divide the ſum of two hundred pounds of like lawful money (being the reſidue of the purchaſe-money for the ſaid premiſſes) unto and amongſt ſuch of the children of the ſaid *Frances Hit*, as ſhall be intitled thereto, under and by virtue of the ſaid will of the ſaid *John Gib*, deceaſed, as aforeſaid, and ſhall and will well and ſufficiently indemnify and ſave harmleſs, the ſaid *Robert Smy* and *Mary* his wife, *Thomas Hall* and *Elizabeth* his wife, and *William Her*, and each and every of them, their and each and every of their reſpective heirs, executors, and adminiſtrators, of, from, and againſt any future payment of the ſaid annuities reſpectively, and alſo of, from, and againſt the ſaid legacy of two hundred pounds, to the children of the

ſaid

ſaid *Frances Hit*, and of, from, and againſt all ſuch coſts, charges, damages, and expences as ſhall or may be recovered againſt, or be ſuſtained, expended, or become payable by them or any of them, for or by reaſon or means of the non-payment of the ſame annuity and legacy, or either of them, or any part of either of them. IN WITNESS, &c.

I approve of this draught,
M. DUANE.

A Conveyance of Freehold Ground Rents, by Leaſe and Re-leaſe. No. III.

THIS INDENTURE made the —— day of ——— in the twentieth year of the reign of our ſovereign lord *George* the Third, by the grace of God, of *Great Britain*, *France*, and *Ireland*, king, defender of the faith, and ſo forth, and in the year of our Lord 1780, Between the right honourable *J*— earl of *P*— of the one part; and *John Crooke*, of *Fleet-Street*, *London*, bookſeller, of the other part; *Whereas* the ſaid *J*— earl of *P*— is ſeiſed in his demeſne, as of fee, of and in the ſeveral pieces or parcels of ground, and the meſſuages or tenements thereon reſpectively erected and built, hereinafter mentioned and intended to be hereby granted and releaſed; *And whereas* the ſaid *John Crooke* hath contracted and agreed with the ſaid *J*— earl of *P*— for the abſolute purchaſe

The grantor ſeiſed in fee.

The grantee hath agreed to purchaſe the premiſſes free from incumbrances except the leaſe.

purchaſe of the fee-ſimple and inheritance of the ſaid pieces or parcels of land, meſſuages, or tenements, and premiſſes, at or for the price or ſum of two thouſand two hundred and ninety pounds, free from all incumbrances, except the ſeveral leaſes made thereof by the ſaid earl, which are herein after mentioned and excepted: NOW THEREFORE THIS INDENTURE WITNESSETH, that for and in conſideration of the ſum of two thouſand two hundred and ninety pounds of lawful money of *Great Britain*, to the ſaid *J*— earl of *P*— in hand, at or before the ſealing and delivery of theſe preſents, well and truly paid by the ſaid *John Crooke*, the receipt and payment of which ſaid ſum of two thouſand two hundred and ninety pounds, the ſaid *J*— earl of *P*— doth hereby acknowledge, and thereof, and of, and from every part thereof; *doth* acquit, releaſe, and for ever diſcharge the ſaid *John Crooke*, his heirs, executors, and adminiſtrators, by theſe preſents (which ſaid ſum of two thouſand two hundred and ninety pounds, is the ſame ſum of two thouſand two hundred and ninety pounds as is mentioned to be the conſideration money in a certain indenture of bargain and ſale * intended to be inrolled in his Majeſty's court of Common Pleas, bearing even date herewith, and made between the ſaid *J*— earl of *P*— of the one part, and the ſaid *John Crooke* of the other part) he the ſaid

The conſideration.

A bargain and ſale to be inrolled.

* See this bargain and ſale, vol. 2. 531.

J—

J—— earl of *P*—— *hath* granted, bargained, ſold, aliened, releaſed, and confirmed, and by theſe preſents *doth* grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid *John Crooke* (in his actual poſſeſſion now being, by virtue of a bargain and ſale to him thereof made by the ſaid *J*—— earl of *P*—— in conſideration of ten ſhillings, by indenture bearing date the day next before the day of the date of theſe preſents, for the term of one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute made for transferring uſes into poſſeſſion) and to his heirs and aſſigns; ALL that piece or parcel of ground, of or belonging to him the ſaid *J*—— earl of *P*—— ſituate, lying, and being near ——— in the pariſh of St. *Clement Danes*, in the county of *Middleſex*, whereon or upon part whereof formerly ſtood, a meſſuage or tenement called the ——— tavern, and all thoſe nine brick meſſuages or tenements lately erected and built upon the ſaid piece or parcel of ground, on an uniform plan, making and comprizing the whole of the court or place called *P— Place*, now or late in the ſeveral tenures, poſſeſſions, or occupations of the two Miſs *Trotts*, *William Faw*, attorney at law, *John Preſton*, attorney at law, *Thomas Hog*, wharfinger, *William Gun*, *Bartholomew Mars*, merchant, and Mrs. *Kirk*, widow, or ſome of them, their, or ſome of their undertenants or aſſigns, and two of which ſaid meſ-

The conveyance.

Poſſeſſion transferred.

The parcels.

The preſent tenants ſhould be named, in order to a reference to a certainty. J. H.

meſſuages are now untenanted; all which ſaid piece or parcel of ground, and the ſaid meſſuages or tenements thereon erected and built, were, by indenture bearing date the 22d day of *January* 17—, demiſed by the ſaid *J*——— earl of *P*——— unto *Thomas Trew*, of the *Strand*, in the pariſh of St. *Clement Danes* aforeſaid, linen-draper, for the term of ſixty-one years, commencing from *Chriſtmas-day* then laſt paſt, at and under the yearly rent of ſeventy pounds, free from land-tax, and all other taxes and deductions whatſoever, and payable quarterly as therein is mentioned, during the whole of the ſaid term, and which ſaid piece or parcel of ground, meſſuages, or tenements, and premiſſes are more particularly delineated and deſcribed in the plan or ground plot thereof, drawn in the margin of the ſaid indenture of leaſe; and alſo all that piece or parcel of ground, ſituate, lying, and being in *A*——— *Street*, in the city of *London*, whereon or upon part whereof an ancient meſſuage called *P*——— *Houſe*, formerly ſtood, together with the capital meſſuage, buildings, and offices thereon lately erected and built, and commonly called or known by the name of the General Diſpenſary for the relief of the poor, inſtituted in the year 17—, and ſupported by voluntary contributions, all which ſaid piece or parcel of ground, capital meſſuage, buildings, and premiſſes laſt mentioned, were by indenture of leaſe, bearing date

date the 21ſt day of *June* 17—, demiſed by the ſaid *J*—— earl of *P*—— unto *James Johnſon*, of *Croſby-Square*, in the city of *London*, merchant, *Samuel Houſe*, of *Lombard Street*, in the city of *London*, banker, *Thomas Skinner*, of *Alderſgate Street*, in the city of *London*, broker, *Robert Berkeley*, of *Cheapſide*, in the city of *London*, merchant, *Daniel Mildred*, of *Savage-Gardens*, in the ſaid city of *London*, merchant, *Thomas Wellings*, of *London-wall*, in the ſaid city of *London*, eſquire, *William Blake*, of *Alderſgate Street*, in the city of *London*, merchant, *Thomas Burnell*, of *Fleet-ſtreet*, in the ſaid city of *London*, ſtone-maſon, and *Richard Cheſter*, of *Cannon ſtreet*, in the ſaid city of *London*, ſkinner, for a term of ſeventy-one years from *Midſummer* laſt, at and under the yearly rent of thirty-one pounds and ten ſhillings, free from land-tax, and all other taxes and deductions whatſoever, and payable quarterly as therein is mentioned, during the whole of the ſaid term, and which ſaid laſt mentioned piece or parcel of ground, erection and building are more particularly delineated and deſcribed in the plan, or ground plot drawn thereof in the margin of the ſaid indenture of leaſe; And alſo all other erections and buildings now erected and built, or which ſhall at any time or times hereafter be erected and built upon the ſaid ſeveral pieces or parcels of ground herein before mentioned to be hereby granted

General words.

and releaſed, or intended ſo to be, or either of them, or any part thereof reſpectively; and all ways, paths, paſſages, entries, vaults, privies, drains, ſewers, gutters, wydraughts, cellars, ſollars, lights, eaſements, waters, water-courſes, profits, commodities, advantages, hereditaments, and appurtenances whatſoever, to the ſaid ſeveral pieces or parcels of ground, meſſuages or tenements, erections, buildings, and premiſſes, or any of them, or any part thereof reſpectively belonging, or in any wiſe appertaining, or therewith held, uſed, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, or of any part thereof reſpectively; and the reverſion and reverſions, remainder and remainders, rents, iſſues, and profits, and particularly the ſaid ſeveral reſerved rents or ground rents of ſeventy pounds, and thirty-one pounds and ten ſhillings herein before reſpectively mentioned: and all other rents, iſſues, and profits of all and ſingular the ſaid premiſſes hereinbefore granted and releaſed, or intended ſo to be, which from *Lady-day* now laſt paſt ſhall incur or become payable: And all the eſtate, right, title, intereſt, inheritance, uſe, truſt, property, poſſeſſion, claim, and demand whatſoever both at law and in equity of him the ſaid *J*—— earl of *P*——, of, in, to or out of the ſame premiſſes, or any part or parcel thereof, reſpectively; together with all deeds, evidences, and writings, which concern the

Ground rents.

Legal and equitable eſtate.

Deeds.

the ſame premiſſes, ſolely or jointly with any other meſſuages or tenements and hereditaments of leſſer value, which the ſaid *J*——— earl of *P*———, now hath in his cuſtody or power, or can obtain without ſuit at law or in equity, and true and atteſted copies of all ſuch other deeds, evidences, and writings, as touch or concern the ſaid premiſſes jointly, or together with any other meſſuages or tenements, lands or hereditaments of him the ſaid *J*——— earl of *P*———, of greater value, ſuch copies when firſt made and taken, to be ſo reſpectively written out and taken at the coſts and charges of the ſaid *J*——— earl of *P*———, but all future copies to be taken at the coſts and charges of the ſaid *John Crooke*, his heirs or aſſigns: *To have and to hold* the ſaid ſeveral pieces or parcels of ground, meſſuages or tenements, erections and buildings, hereditaments, and all and ſingular other the premiſſes hereinbefore mentioned, to be hereby granted and releaſed, or intended ſo to be, with their and every of their rights, members, and appurtenances, *Unto the ſaid* John Crooke, *his heirs and aſſigns, to the only uſe and behoof of him the ſaid* John Crooke, *his heirs and aſſigns for ever*: Subject nevertheleſs to the ſaid ſeveral indentures of leaſe hereinbefore reſpectively mentioned, and to the ſaid terms of ſixty-one years, and ſeventy-one years, thereby reſpectively demiſed, and to the ſeveral agreements in the ſaid indentures contained, which on the part and

Habendum in fee.

Qu. *Is Mr. Crooke married? If he is, it may be neceſſary to join a truſtee to prevent his being ſolely ſeiſed, and to enable him to ſell or mortgage without levying a fine.* *J. H.*

Subject to the leaſes in eſſe.

behalf of the leſſor, his heirs and aſſigns, are or ought from henceforth to be obſerved and performed. *And* the ſaid *J*——— earl of *P*———, for himſelf, his heirs, executors, and adminiſtrators, and every of them, doth covenant, promiſe, and grant, to and with the ſaid *John Crooke*, his heirs and aſſigns, by theſe preſents in manner following (that is to ſay); That for or notwithſtanding any act, matter, or thing, made, done, committed, or ſuffered, to the contrary, by him the ſaid *J*—— earl of *P*——, or any of his anceſtors, or by any other perſon or perſons whomſoever, claiming or to claim, by, from, or under him, them or any of them, he the ſaid *J*——— earl of *P*———, is at, or immediately before the time of the ſealing and delivery of theſe preſents, lawfully and rightfully ſeiſed of, and in the ſaid pieces or parcels of ground, meſſuages or tenements, erections, buildings and premiſſes hereinbefore granted and releaſed, or mentioned and intended ſo to be, with their and every of their appurtenances, of a good, ſure, perfect, abſolute, and indefeazable eſtate of inheritance in fee-ſimple, in poſſeſſion, without any condition, truſt, proviſo, or limitation of uſe or uſes, power of revocation, or other matter or thing to alter, change, defeat, revoke, make void, leſſen, or incumber the ſame, except as hereinafter is excepted: *And* that for or notwithſtanding any ſuch act, matter, or thing as aforeſaid, he the ſaid *J*——— earl of *P*——,

Covenant that the grantor is ſeiſed in fee.

Hath right to convey.

P——, now hath in himſelf good right, full power, true title, and lawful and abſolute authority, to grant, releaſe, and confirm the ſaid pieces or parcels of ground, meſſuages or tenements, erections, buildings, and premiſſes, with their and every of their rights, members, and appurtenances, unto the ſaid *John Crooke*, his heirs and aſſigns, in manner aforeſaid, according to the true intent and meaning of theſe preſents: *And* alſo that it ſhall and may be lawful to and for the ſaid *John Crooke*, his heirs and aſſigns, from time to time, and at all times hereafter, peaceably and quietly to enter into, and to have, hold, occupy, poſſeſs, and enjoy the ſaid pieces or parcels of ground, meſſuages or tenements, erections and buildings, and all and ſingular other the premiſſes hereinbefore mentioned to be hereby granted and releaſed, ſubject as aforeſaid, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, and the rents and profits reſpectively reſerved by the ſaid indentures of leaſe, and all other rents, iſſues, and profits of the ſaid premiſſes, from the feaſt day of the Annunciation of the bleſſed Virgin *Mary*, now laſt paſt, to incur and become payable, to take and receive to his and their own uſe and benefit, without the lawful let, ſuit, denial, interruption, diſturbance, eviction, claim, or demand whatſoever, of, from, or by the ſaid *J*—— earl of *P*——, his heirs or aſſigns,

The grantee may peaceably enjoy.

Free from all manner of incumbrances.

or of or by any other perſon or perſons claiming or to claim any eſtate, right, title, truſt, or intereſt at law or in equity, of, in, to, or out of the ſame pieces or parcels of ground, meſſuages or tenements, erections and buildings, hereditaments and premiſſes, or any part thereof, by, from, or under him, or any of his anceſtors, except as hereinafter is mentioned; and that the ſame premiſſes now are, and for ever hereafter ſhall remain, continue, and be free and clear, and freely and clearly, and abſolutely acquitted, exonerated, and diſcharged, or otherwiſe, by the ſaid *J*——— earl of *P*———, his heirs, executors, or adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs, and indemnified, of, from, and againſt all former and other gifts, grants, bargains, ſales, jointures, dowers, will, intails, mortgages, judgments, extents, ſtatutes, debts due to the king's majeſty, or any of his royal progenitors or predeceſſors, and all other debts, titles, troubles, charges, and incumbrances whatſoever, had, made, done, committed, or ſuffered, by him the ſaid *J*——— earl of *P*———, or any of his anceſtors, or any other perſon or perſons lawfully claiming or to claim, by, from, or under, or in truſt for him or any of his anceſtors (ſave and except the ſaid two ſeveral indentures of leaſe hereinbefore particularly mentioned): *And alſo* that he the ſaid *J*——— earl of *P*———, and his heirs, and all and every

Covenant for further aſſurances.

every other perſon and perſons having or lawfully claiming, or who ſhall or may have, or lawfully claim any eſtate, right, title, intereſt, or incumbrances, of, in, to, or out of the ſame pieces or parcels of ground, meſſuages or tenements, erections and buildings, hereditaments and premiſſes hereby granted and releaſed, or mentioned and intended ſo to be, or any part or parcel thereof, by, from, or under, or in truſt for him, them, or any of them, his, their, or any of their anceſtors, (except the reſpective leſſees named in the ſaid ſeveral indentures of leaſe, and their reſpective executors, adminiſtrators, or aſſigns) ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid *John Crooke*, his heirs or aſſigns, make, ſeal, acknowledge, levy, ſuffer, and execute, or cauſe and procure to be made, ſealed, acknowledged, levied, ſuffered, and executed, all and every ſuch further and other lawful and reaſonable acts, deeds, fines, recoveries, conveyances and aſſurances in the law whatſoever, for the further, better, more perfect and abſolute granting, conveying, aſſuring, and confirming the ſaid pieces or parcels of ground, meſſuages or tenements, erections and buildings, hereditaments and premiſſes hereinbefore granted and releaſed, or mentioned and intended ſo to be, with their appurtenances, ſubject as aforeſaid, unto and to the uſe of the ſaid

John

John Crooke, his heirs and aſſigns for ever: as by the ſaid *John Crooke*, his heirs or aſſigns, his, their, or any of their counſel learned in the law, ſhall be reaſonably deviſed or adviſed and required. IN WITNESS, &c.

I have peruſed and do approve of this draft, in behalf of Mr. *Crooke*, ſubject to the marginal obſervation in 1205.

J. H.

No. IV. *A Conveyance by Leaſe and Releaſe of a Freehold Eſtate, and an Aſſignment of Leaſehold Premiſſes, from the Truſtees named in an Act of Parliament, and an Heir at Law, to a Purchaſer.*

THIS Indenture tripartite, made the —— day of ——, in the fourteenth year of the reign of our ſovereign lord *George* the Third, by the grace of God of *Great Britain*, *France* and *Ireland*, king, defender of the faith, *&c.* and in the year of our Lord 17—, Between *William Mit*, eſq. of, *&c.* and *Henry Rew*, the younger, of —— in the county of ——, eſquire, truſtees named and appointed in and by an act of parliament hereinafter mentioned, of the firſt part; *William Mit* of *G*—— in the county of *B*——, eſquire, eldeſt ſon and heir of *John Mit*, *the younger*, late of *N*——, in the pariſh of *B*——, in the ſaid county of *B*——, eſquire, deceaſed, of

of the ſecond part; and *Richard Ruſſell* of ——— aforeſaid, eſquire, of the third part: *Whereas* by indentures of leaſe and releaſe, bearing date reſpectively the 22d and 23d days of *Auguſt* 17—, the releaſe being of five parts, and made or mentioned to be made, between *William Mit*, the elder, eſquire, and *John Mit*, the younger, eſquire, his eldeſt ſon and heir apparent, of the firſt part; *Henry Nea*, eſquire, and *Willey Rew*, eſquire, and *Philadelphia Rew* daughter of the ſaid *Willey Rew*, and granddaughter of the ſaid *Henry Nea*, of the ſecond part; *John Mit*, the elder, merchant, and *Henry Rew*, eſquire, of the third part; *Roger Hale*, eſquire, and *Henry Hale*, of the fourth part; and *William Mit*, the younger, eſquire, ſecond ſon of the ſaid *William Mit*, the elder, of the fifth part; in conſideration of a marriage then intended between the ſaid *John Mit*, the younger, and *Philadelphia Rew*, and which ſoon afterwards took effect, all that capital meſſuage, tenement, or dwelling-houſe and farm, commonly called or known by the name of ———, with the out-houſes, barns, ſtables, orchards, gardens, yards, and lands thereunto belonging, and therewith uſed, occupied, poſſeſſed, and enjoyed, or accepted, reputed, adjudged, deemed, or taken, as part, parcel, or member thereof, or to belong thereunto; and all thoſe tithes of graſs, corn, hay, wool, lambs, and other great and ſmall tithes ariſing and renewing

A ſettlement of a freehold eſtate recited,

newing in ——— aforeſaid, or elſewhere in the pariſh of *B*——, in the ſaid county of *B*——; And alſo, all that the perpetual advowſon, donation and right of patronage, of, in, and to the vicarage of the pariſh church of *B*——— aforeſaid, with the cloſes and lands hereinafter mentioned (that is to ſay); *Mutton Cloſe*, *Burnbeat Cloſe*, and *Little Mead*, containing, together, ſix acres and an half, or thereabouts, lying near or contiguous to the vicarage houſe of *B*——— aforeſaid, in the ſaid county of *B*———, were ſettled and aſſured to the ſeveral uſes therein limited, to take effect from the ſolemnization of the ſaid intended marriage (that is to ſay); As to the capital meſſuage called *N*———, and all other the meſſuages, lands, tithes, hereditaments and premiſſes in the pariſh of *B*———, except the ſaid perpetual advowſon, and the cloſes near or contiguous to the vicarage houſe of *B*——— aforeſaid, which were limited to the ſaid *William Mit*, the elder, and his heirs, to the uſe, intent, and purpoſe, that the ſaid *William Mit*, the younger, might receive thereout an annuity of one hundred pounds, during the life of the ſaid *William Mit*, the elder, ſince deceaſed, and charged as aforeſaid, to the uſe of the ſaid *John Mit*, the younger, for his life, with remainder to the ſaid *John Mit*, the elder, and *Henry Rew*, their executors, adminiſtrators, and aſſigns, for a term of one thouſand years; upon the truſts there-

therein declared, and hereinafter mentioned, with remainder to the ſaid *John Mit*, the younger, his heirs and aſſigns for ever; and the truſts of the ſaid term of one thouſand years, were declared to be for raiſing the ſum of three thouſand five hundred pounds, by way of portions for the younger children of the ſaid *John Mit*, the younger, by the ſaid *Philadelphia Rew*, as the ſaid *John Mit*, the younger, ſhould appoint; and for default of appointment, to be equally divided between them, to be paid to the ſons, at the age of twenty-one years, and to the daughters at the age of eighteen years, or day of marriage; and the ſaid *William Mit*, the elder, and *John Mit*, the younger, did by the ſaid indenture of re-leaſe, covenant to ſurrender their copyhold eſtates, held of the manor of *South Badſley*, or of any other manor in the pariſh of *B*——, to the ſame uſes, and ſubject to ſame truſts, powers, proviſoes, and agreements, during the continuance of ſuch copyhold eſtate, and intereſts reſpectively, as were before limited and declared concerning the ſaid capital meſſuage called *N*——, and other the meſſuages, lands, and hereditaments in *B*——; *And whereas* by one other indenture bearing date the ſaid 23d day of *Auguſt* 17— and made between the ſaid *William Mit*, the elder, of the firſt part; the ſaid *John Mit*, the younger of the ſecond part; the ſaid *William Mit*, the younger of the third part; the ſaid *Henry Nea*,

whereby the intended huſband had power to raiſe money for younger children, to be divided according to his appointment.

A ſettlement of leaſehold premiſſes recited.

Nea, *Willey Rew*, and *Philadelphia Rew*, of the fourth part; and the ſaid *John Mit*, the elder, and *Henry Rew*, of the fifth part; the ſaid *William Mit*, the elder, *John Mit*, the younger, and *William Mit*, the younger, for the conſiderations therein mentioned, did aſſign to the ſaid *John Mit*, the elder, and *Henry Rew*, amongſt other lands and hereditaments therein particularly deſcribed, all that copyhold meſſuage or tenement, lying and being in or near *South Badſley*, in the ſaid pariſh of *B*—— and county of *B*—— containing in the whole, by eſtimation, twenty acres, commonly called or known by the name of *Lower Whiſkers*, being part and parcel of the manor of *South Badſley* aforeſaid; and alſo all that meſſuage or tenement, ſituate, lying, and being in or near *South Badſley* aforeſaid, conſiſting of ſix cloſes of arable or paſture ground, one ſmall piece or parcel of wood ground, and one coppice ground, being then or late part or parcel of the ſaid manor of *South Badſley*, and commonly called or known by the name of *Upper Whiſkers*, with their and every of their appurtenances; to hold to the ſaid *John Mit*, the elder, and *Henry Rew*, their executors, adminiſtrators, and aſſigns, for and during the reſidue then to come and unexpired of ſeveral terms of years, determinable as therein mentioned; upon truſt to permit and ſuffer the ſaid premiſſes and the rents, iſſues, and profits thereof, to be had, received, and enjoyed

joyed by ſuch perſon and perſons, and for the ſame uſes, intents, and purpoſes, and upon the ſame truſts, and ſubject to the ſame proviſoes as are declared and expreſſed, in and by the ſaid indenture of five parts; bearing date the 23d day of *Auguſt* 17— hereinbefore recited, concerning the ſaid capital meſſuage of *N*—— and other the meſſuages, lands, and tythes in the ſaid pariſh of *B*——: *And whereas* by indenture bearing date the 5th day of *Auguſt* 17—, and made between the ſaid *John Mit*, the younger, and *Philadelphia* his wife, of the one part; and the ſaid *John Mit*, the elder, and *Henry Rew*, of the other part; the ſaid *John Mit*, the younger, in conſideration of two thouſand and eighty pounds, paid him by the ſaid *John Mit*, the elder, and *Henry Rew*, did grant, bargain, ſell, and demiſe to the ſaid *John Mit*, the elder, and *Henry Rew*, among other lands and hereditaments therein particularly deſcribed; all thoſe cloſes of arable, meadow, or paſture ground, commonly called or known by the ſeveral names of *Mutton Cloſe*, *Burnbeat Cloſe*, and *Little Mead*, containing together, by eſtimation, ſix acres and an half, or thereabouts, lying in the pariſh of *B*—— in the ſaid county of *B*— near to the Vicarage Houſe there; and alſo all that meſſuage or tenement, garden, orchard, and two paddocks, pieces or parcels of meadow or paſture ground thereunto adjoining, containing in the whole, by eſtimation, two acres, lying within the pariſh

A mortgage by huſband and wife, and truſtee for 2080 l. recited.

pariſh of *B*—— aforeſaid, formerly in the poſſeſſion of *Samuel Savage*, the elder, and *Grace Savage*, and afterwards of *Samuel Savage*, the younger, and then lately of *John Walmeſly*, and *George Brown*, and then in the occupation of *Joſhua Nineham*, and were then lately purchaſed by the ſaid *John Mit*, the younger, of and from the ſaid *Samuel Savage*, the younger, and *John Walmeſly*, or one of them, alſo all that meſſuage or tenement, barn, ſtable, backſide, and garden thereunto adjoining and belonging, and three cloſes of arable or paſture ground thereunto belonging, and thereinafter particularly mentioned (that is to ſay) one cloſe called *Home Cloſe*, containing by eſtimation, two acres adjoining to the ſaid meſſuage, and bounden on the Eaſt and Weſt with lands, late of *William Walton*, on the North with the king's highway, leading from *South Badſley* to *M*—— and on the South, with the lands of Sir *James Worſe*, baronet, and with the *Pond Cloſe* after-mentioned, the ſaid cloſe called *Pond Cloſe*, containing by eſtimation, five acres and an half, adjoining to *Home Cloſe*, and bounded on the Eaſt with lands of the ſaid Sir *James Worſe*, on the Weſt with the lands of *William Hay*, on the North with the ſaid *Home Cloſe*, and with the lands late of the ſaid *William Walton*, and on the South with the coppice ground aftermentioned, and the ſaid cloſe called *Coppice Cloſe*, containing by eſtimation, two acres and an half, adjoining to *Pond Cloſe*,

Close, and bounded on the East with lands in the poſſeſſion of *Chriſtopher Manners*, on the Weſt with the lands in the poſſeſſion of *Edmund Snooke*, on the North with the ſaid *Pond Close*, and on the South with other lands, late of the ſaid *William Walton*, all which ſaid laſt mentioned meſſuages or tenements, lands, and premiſſes are ſituate, lying, and being within the pariſh of *B*—— aforeſaid, and were then in the occupation of *Thomas Pitt*, and were then lately purchaſed by the ſaid *John Mit*, the younger, of and from the ſaid *Thomas Pitt*, alſo all that one other cloſe of arable or paſture ground commonly called or known by the name of *Sedgedown Close*, containing by eſtimation, eight acres, bounden on the North and Weſt with a common called *Pont Moor Common*, on the Eaſt with the lands theretofore of *Thomas Bulkley*, deceaſed, and on the South with the land theretofore of the ſaid *William Walton*, all which ſaid cloſe and premiſſes are lying and being within the tithing of *Walham* and pariſh of *B*—— aforeſaid, and were then in the ſeveral occupations of the ſaid *John Mit*, the younger, and his under-tenant *Benjamin Green*, and were then lately purchaſed by the ſaid *John Mit*, the younger, of and from *James Willis*; to hold to the ſaid *John Mit*, the elder, and *Henry Rew*, their executors, adminiſtrators, and aſſigns, from the day next before the day of the date of the ſaid indenture, for and during, and

unto the full end and term of five hundred years, without impeachment of waſte, ſubject to a proviſo for redemption, upon payment of the ſum of two thouſand and eighty pounds, and intereſt as therein mentioned; *And whereas* the ſaid *John Mit*, the elder, died many years ſince, leaving the ſaid *Henry Rew*, him ſurviving; *And whereas* the ſaid *John Mit*, the younger, duly made and publiſhed his laſt will and teſtament in writing, bearing date on or about the 21ſt day of *April* 17— and thereby gave and deviſed amongſt other things, all his meſſuages, lands, tenements, and hereditaments in the pariſh of *B*—— in the county of *B*—— as well thoſe which were conveyed in ſettlement upon his marriage, and over which he had a diſpoſing power, as alſo all thoſe which he had ſince purchaſed, or was otherwiſe intitled to, to his ſon *William* for his life, with remainder to *Henry Rew*, eſquire, and his heirs; In truſt to preſerve the contingent remainders thereinafter limited, with remainder to the firſt, ſecond, third, and every other ſon and ſons of the body of his ſon *William*, ſucceſſively, in tail male, with remainder to his ſon *John*, and the heirs male of his body, lawfully iſſuing, ſucceſſively in tail male, with remainder to his brother *William Mit*, eſquire, for his life, with remainder to the ſaid *Henry Rew*, and his heirs; in truſt, to preſerve the contingent remainders therein after limited

The will of John Mit the huſband recited.

Various truſts created.

mited, with remainder to the firſt, ſecond, third, and every other ſon of the ſaid *William Mit*, ſucceſſively, in tail male, with the ultimate reverſion or remainder to his own right heirs; and alſo gave and bequeathed all his meſſuages, lands, tenements, and hereditaments in the ſaid county of *B*—— which he held for term or terms of years abſolute, or for life or lives, or for term or terms of years, determinable on life or lives, or otherwiſe; and alſo all other his leaſehold eſtate or eſtates, in the ſaid county unto the ſaid *Henry Rew*, his executors and adminiſtrators; In truſt, by and out of the leaſehold premiſſes, to raiſe and collect a competent ſum of money for renewing the ſaid leaſes from time to time as there ſhould be occaſion (except the firſt renewing thereof after his deceaſe, which ſhould be made out of the reſidue of his perſonal eſtate, as therein after is directed) and alſo to make proper ſurrenders of the current leaſes for the time being, as ſhould be requiſite for the procuring new leaſes thereof, and ſubject thereto, to permit the clear rents and profits that ſhould ariſe and be produced from the ſaid leaſehold premiſſes, for and during the then preſent, or any ſubſequent term or terms, and eſtates granted or to be granted thereof reſpectively, to be received by the perſon and perſons, who by virtue of the limitations of his will, ſhould be intitled to the freehold and inheritance of the

lands, tenements, and hereditaments thereinbefore deviſed, until ſuch perſon or perſons ſhould, by good aſſurances in the law, or otherwiſe, be ſeiſed of the ſame lands, tenements, and hereditaments, or ſome of them in fee-ſimple in poſſeſſion, and immediately after that ſhould happen, the ſaid *Henry Rew*, his executors, and adminiſtrators ſhould ſtand and be poſſeſſed of the ſaid leaſehold premiſſes thereby deviſed, in truſt for ſuch perſon and perſons reſpectively, his, her, and their executors, adminiſtrators, and aſſigns, and ſhould and might convey, aſſign, and make over the ſaid leaſehold premiſſes and the then reſidue of the ſeveral terms then to come therein, and all benefit thereof, to him, her, or them reſpectively. *And whereas* the ſaid *John Mit* the younger, died on or about the ——— day of *May* 17—, leaving the ſaid *William Mit*, party hereto, his eldeſt ſon and heir at law, the ſaid *John Mit* his younger ſon, and three daughters *Mary Mit*, *Frances Mit*, and *Philadelphia Mit*, who have reſpectively attained the age of twenty-one years, and the ſaid *William Mit*, his brother him ſurviving, and the ſaid *William Mit*, the ſon of the ſaid *John Mit*, deceaſed, hath ſince married, and hath iſſue three ſons *William Mit*, *Henry Mit*, and *John Mit*, but the ſaid *John Mit*, ſon of the ſaid *John Mit* deceaſed, and *William Mit* the brother of the ſaid *John Mit* deceaſed, have

Death of John Mit the huſband, leaving iſſue who have attained 21 years of age.

not any iſſue. *And whereas* the ſaid *John Mit* deceaſed, was at the time of his death ſeiſed or intitled (among other lands, and hereditaments) of or to the ſaid capital meſſuage, lands, and hereditaments comprized in the ſaid term of one thouſand years, limited thereof by the ſaid indentures of leaſe and releaſe, bearing date the 22d and 23d days of *Auguſt* 17— ſubject to the truſts of ſuch term, and alſo of or to the advowſon of the vicarage of *B.* aforeſaid, and alſo of or to the ſeveral lands and hereditaments in the ſaid pariſh of *B.* herein before mentioned to be compriſed in the ſaid indenture, dated the 5th day of *Auguſt* 17— ſubject to the mortgage thereby made thereof for ſecuring the ſaid ſum of two thouſand and eighty pounds, and intereſt, and the ſaid *John Mit* the younger was alſo intitled to the benefit of two leaſes, granted by *Henry*, late Lord *Arundel* of *Wardour*, of the ſaid ſeveral leaſehold lands in the ſaid pariſh of *B.* ſubject to the proviſoes and conditions in the ſaid indentures of leaſe contained, and alſo ſubject to the truſts declared thereof, by the ſaid indenture of aſſignment, bearing date the ſaid 23d day of *Auguſt* 17—. *And whereas* in purſuance of the power contained in the will of the ſaid *John Mit*, the ſaid indentures of leaſe have been ſurrendered, in order to procure new leaſes of the ſaid leaſehold premiſſes, and accordingly by indenture bearing date the

Property what, John Mit died ſeiſed and poſſeſſed of.

Of leaſehold eſtates.

New leaſes have been obtained by the teſtator's truſtees.

25th day of *March* 17—, and made between *Henry* Lord *Arundel* baron of *Wardour* in the county of *Wilts*, of the one part; and the ſaid *Henry Rew* of the other part; the ſaid Lord *Arundel* for the conſiderations therein mentioned, did demiſe to the ſaid *Henry Rew* the ſaid meſſuage and lands, parcel of the manor of *South Badſley* aforeſaid, called *Upper Whiſkers*, with the appurtenances, except all timber and other trees, and the royalties of hawking, hunting, fiſhing, and fowling, to hold to the ſaid *Henry Rew*, his executors, adminiſtrators, and aſſigns, for ninety-nine years if three perſons therein named, any or either of them, ſo long lived, at the rent, and ſubject to the covenants therein mentioned. *And whereas* by one other indenture of leaſe, bearing date the ſame 25th day of *March* 17—, and made between the ſaid Lord *Arundel* of the one part; and the ſaid *Henry Rew* of the other part; the ſaid Lord *Arundel* for the conſiderations therein mentioned, did demiſe to the ſaid *Henry Rew* the ſaid meſſuage and lands, called *Lower Whiſkers*, parcel of the manor of *South Badſley* aforeſaid, except as in the ſaid laſt mentioned indenture is excepted, to hold to the ſaid *Henry Rew*, his executors, adminiſtrators, and aſſigns for ninety-nine years, if three lives therein named, any or either of them ſo long lived, at the rent, and ſubject to the covenants therein mentioned. *And whereas*

by

by an act made and paſſed in the parliament of *Great Britain* in the fourteenth year of his preſent majeſty's reign, intitled, an act for veſting part of the freehold and leaſehold eſtates deviſed by the will of *John Mit*, Eſq; deceaſed, in truſtees, to ſell the ſame, for diſcharging incumbrances, and for laying out the reſidue of the money ariſing by ſale, in the purchaſe of other lands and hereditaments to be ſettled in lieu thereof, to the like uſes, reciting (among other things) to the effect hereinbefore recited, and alſo reciting or taking notice that the capital meſſuage called ——— deviſed by the will of the ſaid *John Mit*, was ſituate at a diſtance from the principal eſtates of the ſaid *William Mit*, upon which he reſided, and great part of the lands adjoining thereto, and deviſed by the ſaid will, were leaſehold, the tenure whereof was found to be very inconvenient for the purpoſe of a ſettlement, ſo that it would be manifeſtly for the benefit and advantage of the ſaid *William Mit*, and the ſeveral perſons intitled in remainder after him to the freehold and leaſehold eſtates, deviſed by the will of the ſaid *John Mit*, and hereinbefore particularly mentioned, that the ſame ſhould be ſold, and that out of the money ariſing by ſuch ſale, the ſaid mortgage for two thouſand and eighty pounds made to the ſaid *John Mit* the elder, and *Henry Rew*, and then veſted in the ſaid *Henry Rew* by ſurvivorſhip, ſhould be diſcharg-

An act of parliament for veſting part of the teſtator's freehold and leaſehold eſtates in truſtees to ſell the ſame, &c. recited.

ed, and that the reſidue of ſuch money ſhould be laid out in the purchaſe of freehold lands and hereditaments which would be more convenient for the purpoſes of the family, and which would not be ſubject to the charge attending the renewal of leaſes, but by reaſon of the ſtrict limitations in the will of the ſaid *John Mit* deceaſed, and the infancy of the children of the ſaid *William Mit*, ſon of the ſaid teſtator *John Mit* deceaſed, a good title could not be made to a purchaſor of any of the ſaid eſtates without the aſſiſtance and authority of parliament; it was therefore enacted, that from and after the 24th day of *May* 17— the ſaid capital meſſuage and farm called *N.*——— and the ſaid advowſon, and all other the freehold meſſuages, lands, tithes, hereditaments, and premiſſes in the ſaid pariſh of *B.*—— deviſed by the will of the ſaid *John Mit* deceaſed, whereof or wherein he had any eſtate of inheritance in poſſeſſion, reverſion, remainder, or expectancy, or over which he had any diſpoſing power, with their and every of their rights, members, and appurtenances ſhould be veſted in the ſaid *William Mit* and the ſaid *Henry Rew* the younger, their heirs and aſſigns, to the only uſe and behoof of them the ſaid *William Mit* and *Henry Rew* the younger, their heirs and aſſigns for ever, freed and diſcharged from all the uſes, truſts, powers, proviſoes, and limitations contained in the ſaid will of the ſaid

John

John Mit, and from the ſaid term of one thouſand years, created by the ſaid indentures of leaſe and releaſe, bearing date the 22d and 23d days of *Auguſt* 17— and from the ſaid mortgage, made by the ſaid indenture dated the 5th day of *Auguſt* 17—, and then veſted in the ſaid *Henry Rew* for ſecuring the ſaid ſum of two thouſand and eighty pounds and intereſt as aforeſaid, and all claims and demands of the ſaid *Henry Rew*, and of all and every other perſon and perſons whomſoever in reſpect thereof. But in truſt, nevertheleſs, for the ſeveral purpoſes thereinafter mentioned and declared concerning the ſame. And it was further enacted, that from and after the ſaid 24th day of *May* 17—, the ſaid lands and premiſſes in the ſaid pariſh of *B*—— compriſed in the ſaid two ſeveral indentures of leaſe, and ſo demiſed by the ſaid *Henry* Lord *Arundel* to the ſaid *Henry Rew* as aforeſaid ſhould be veſted in the ſaid *William Mit* and *Henry Rew* the younger, their executors, adminiſtrators, and aſſigns, for the remainder of the ſeveral terms for which the ſame were ſo demiſed as aforeſaid, then to come and unexpired, freed and diſcharged from all the uſes, truſts, powers, proviſoes, and limitations contained in the will of the ſaid *John Mit* deceaſed, and in the ſaid indenture of aſſignment and ſettlement, and in the ſaid indenture of releaſe and ſettlement, bearing date reſpectively the 23d day of *Auguſt* 17—, but in truſt nevertheleſs for the ſeveral purpoſes therein-

thereinafter mentioned and declared concerning the ſame; And it was further enacted and declared, that the ſaid capital and other meſſuages, advowſon lands, tithes, hereditaments, and premiſſes thereby veſted in the ſaid *William Mit* and *Henry Rew* the younger, their heirs, executors, adminiſtrators, and aſſigns were ſo veſted in them, upon the truſts, and to the intents and purpoſes following, that is to ſay, in truſt and to the intent that they the ſaid *William Mit* and *Henry Rew* the younger, or the ſurvivor of them, or the heirs, executors, adminiſtrators, or aſſigns of ſuch ſurvivor did and ſhould with all convenient ſpeed, and as opportunity ſhould offer, ſell, and diſpoſe of the ſaid hereditaments and premiſſes, either together or in parcels for the beſt price or prices that could be reaſonably had or obtained for the ſame, and upon payment by the purchaſer or purchaſers thereof, or of any part thereof reſpectively, of his, her, or their purchaſe money into the bank of *England* as thereinafter is mentioned, the ſaid *William Mit* and *Henry Rew* the younger, or the ſurvivor, or the heirs, executors, adminiſtrators, or aſſigns of ſuch ſurvivor ſhould grant, convey, aſſign and aſſure the ſaid hereditaments and premiſſes, or ſuch part or parts thereof reſpectively, as ſhould be ſo ſold, unto ſuch purchaſor or purchaſors, his, her, or their heirs, executors, adminiſtrators, or aſſigns, according to the eſtate and intereſt which ſhould be then veſted in the

the ſaid *William Mit* and *Henry Rew* the younger, or the ſurvivor, or the heirs, executors, adminiſtrators or aſſigns of ſuch ſurvivor, of or in ſuch hereditaments and premiſſes reſpectively. And it was thereby further enacted and declared, that out of the money which ſhould ariſe or be produced by ſale of the ſaid meſſuages and premiſſes thereby made ſaleable the ſaid principal ſum of two thouſand and eighty pounds ſo ſecured on mortgage as aforeſaid, ſhould be, in the firſt place, paid and ſatisfied, and in the next place, the coſts, charges, and expences attending, or in any wiſe relating to the obtaining or paſſing the ſaid act, and all ſuch reaſonable coſts, charges, and expences, as are therein mentioned; and the reſidue or ſurplus of the money to ariſe by ſuch ſale or ſales, after payment and ſatisfaction of the ſeveral ſums of money thereinbefore directed to be thereout paid, ſhould ſo ſoon as conveniently might be after the ſame ſhould be ſo paid into the bank as aforeſaid, be laid out by the ſaid *William Mit* and *Henry Rew* the younger, or the ſurvivor of them, or the heirs of ſuch ſurvivor, under the order and direction of the High Court of Chancery, and by and with the conſent and approbation of the ſaid *William Mit* during his life, and afterwards by the proper authority of the ſaid truſtees, or of the ſurvivor of them, or his heirs, in the purchaſe or purchaſes of the fee-ſimple and inheritance

heritance in poſſeſſion of manors, meſſuages, lands, tenements, or hereditaments, to be ſituate, lying, and being ſomewhere in that part of *Great Britain* called *England*. And it was further enacted, that in the mean time, and until ſuch ſale or ſales as aforeſaid, ſhould be reſpectively made in purſuance of the ſaid act, they the ſaid *William Mit* and *Henry Rew* the younger, and the ſurvivor of them, and the heirs of ſuch ſurvivor ſhould permit and ſuffer the premiſſes thereby veſted in them to be reſpectively held and enjoyed, and the rents and profits to be had, received, and taken by and for the benefit of ſuch perſon and perſons as would reſpectively be intitled to, and ought to hold and enjoy, and receive the ſame, in caſe the ſaid act had not been made; and it was further enacted and declared, that upon every ſuch ſale and conveyance of the ſaid premiſſes as aforeſaid, the money to ariſe and be produced by ſuch ſale or ſales, ſhould be paid by ſuch purchaſer or purchaſers, his, her, and their heirs as aforeſaid, into the bank of *England*, in the name and with the privity of the accomptant general of the High Court of Chancery, *ex parte* the purchaſer or purchaſers, his, her, and their heirs and aſſigns as aforeſaid, purſuant to the method preſcribed by the act of the twelfth year of King *George* the Firſt chapter thirty-two, and the general orders of the ſaid court, and without fee or reward, according

cording to the act of the twelfth year of King *George* the Second, chapter the twenty-fourth, and the ſame ſhould there remain, until ſuch money ſhould, upon petition ſetting forth ſuch approbation to be preferred to the Court of Chancery, in a ſummary way, at the expence of the ſaid *William Mit*, or ſuch petitioner reſpectively, be ordered to be paid out of the Bank for the diſcharge of the ſaid mortgage or payment of ſuch coſts, charges, and expences as aforeſaid, or for the completing ſome proper purchaſe or purchaſes in ſuch manner as the court ſhould think juſt, and ſhould direct. And for promoting the ſaid ſale or ſales of the premiſſes thereby veſted, in truſt, to be ſold as aforeſaid; it was thereby enacted and declared that the purchaſer and purchaſers of the ſaid premiſſes, or any part thereof, and his, her, and their heirs and aſſigns ſhould and might, from and immediately after payment of his, her, or their purchaſe-money into the Bank of *England* as aforeſaid; and from and after the execution and completing of the conveyance of the premiſſes aforeſaid, have, hold, and enjoy the premiſſes by him or them reſpectively purchaſed, abſolutely freed and diſcharged from all and every the uſes, truſts, eſtates, powers, proviſoes, and limitations in and by the ſaid indentures of leaſe and releaſe bearing date the twenty-ſecond and twenty-third days of *Auguſt* one thouſand ſeven hundred and forty,

forty, or the ſaid indenture of ſettlement dated the ſame 23d day of *Auguſt* 17—, or the ſaid indenture of mortgage dated the 5th day of *Auguſt* 17—, or the will of the ſaid *John Mit* limited, created, provided, mentioned, expreſſed, or declared, of or concerning the ſame premiſſes, or any part thereof reſpectively; and alſo, that the certificate or certificates of the accomptant general of the ſaid Court of Chancery, together with the receipt or receipts of the caſhier or caſhiers of the Bank of *England* thereunto annexed, and therewith filed in the Regiſter Office of the ſaid Court of Chancery, of the payment aforeſaid, into the Bank of *England*, ſhould from time to time, and at all times thereafter, be a good and effectual diſcharge to ſuch purchaſer or purchaſers as aforeſaid, and to his, her, and their heirs, executors, adminiſtrators, and aſſigns, for ſo much of the ſaid purchaſe money for which ſuch certificate or certificates, receipt or receipts, ſhould be reſpectively given; and that after filing ſuch certificate or certificates, and of ſuch receipt or receipts, ſuch purchaſer or purchaſers, his, her, and their heirs, executors, adminiſtrators, and aſſigns, ſhould be, and was, and were, thereby abſolutely acquitted and diſcharged, of, and from ſuch purchaſe money, and every part thereof, and he, ſhe, they, or any of them, after the filing ſuch certificate or certificates, receipt or receipts, as aforeſaid, ſhould not be anſwerable

able or accountable for any loſs, miſapplication, or non-application of the ſaid purchaſe money, or any part thereof, as in and by the ſaid ſeveral indentures and laſt will, and the ſaid act of parliament, reference being thereunto reſpectively had, may more fully appear. *And whereas* the ſaid *Richard Ruſſell* hath contracted and agreed with the ſaid *William Mit*, of ———, and *Henry Rew*, the younger, for the abſolute purchaſe of the ſaid capital and other meſſuages, lands, tithes, hereditaments, and all other the premiſſes, as well freehold as leaſehold, in the ſaid pariſh of *B*———, which in and by the ſaid recited act of parliament were veſted in the ſaid *William Mit*, of ———, and *Henry Rew*, the younger, their heirs, executors, adminiſtrators, and aſſigns, in truſt to be ſold as aforeſaid (other than and except the ſaid advowſon, donation, and right of patronage, of, in, and to the vicarage of the pariſh church of *B*——— aforeſaid, and alſo except certain leaſehold lands called *Fordings*, and manſions, and other leaſehold lands and hereditaments within the manor of —— in the pariſh of *B*——) at and for the price or ſum of five thouſand eight hundred and twenty pounds. *And whereas* the ſaid *Richard Ruſſell* did, on or about the 11th day of *Auguſt*, inſtant, purſuant to the directions contained in the ſaid act of parliament, pay into the Bank of *England*, in the name and with the privity of the ſaid accomptant general *ex parte* the ſaid *Richard Ruſſell* the

The grantee in this deed, hath contracted with the truſtees for the purchaſe of certain freehold and leaſehold eſtates.

The purchaſe money hath been depoſited in the bank purſuant to the act.

In regard that a ſmall parcel of the eſtate is copy hold, which deſcended to Mr. Mit of G. I would adviſe that a reaſonable valuation may be put upon ſuch copyhold premiſſes, that the ſame may be deducted from the groſs ſum agreed to be paid, and that the reſidue only, after ſuch deduction, may be paid into the Bank. J. H.

The price or conſideration for the copyhold premiſſes ſhould be paid by Mr. R. to Mr. M. upon a ſurrender being made of the copyhold premiſſes, and I think it is beſt not to intumber this deed with any recitals or covenants reſpecting lands which are not comprehended in the act of parliament, and wherein the truſtees are not any way intereſted. J. H.

The conſideration paid into the Bank.

the ſaid ſum of five thouſand eight hundred and twenty pounds, as and for the purchaſe of the ſaid capital and other meſſuages, lands, tithes, hereditaments, and premiſſes, ſo contracted for as aforeſaid, and the ſaid ſum of five thouſand eight hundred and twenty pounds, hath been placed to the credit of the accomptant general of the ſaid Court of Chancery *ex parte* the ſaid *Richard Ruſſell*, purſuant to the ſaid act of parliament, for the purpoſes in the ſaid act mentioned, as by the certificate of the accomptant general, and the receipt of one of the caſhiers of the Bank of *England* thereunto annexed, and therewith filed in the Regiſter Office of the ſaid Court of Chancery, in purſuance of the directions contained in the ſaid act, relation being thereunto had, may appear, and true and exact copies of the ſaid certificates of the ſaid accompant general of the Court of Chancery, and of the ſaid receipt of the ſaid caſhier of the Bank of *England* are indorſed, or intended to be indorſed on this preſent indenture. Now THIS INDENTURE WITNESSETH, That for and in conſideration of the ſaid ſum of five thouſand eight hundred and twenty pounds, of lawful money of *Great Britain*, ſo paid into the Bank of *England* by the ſaid *Richard Ruſſell*, in the name and with the privity of the the accomptant general of the ſaid Court of Chancery, purſuant to the ſaid act of parliament, in full,

for

for the abſolute purchaſe of the ſaid capital and other meſſuages, lands, tithes, hereditaments, and all and ſingular other the premiſſes in the ſaid pariſh of *B*———, by the ſaid recited act of parliament, veſted in them the ſaid *William Mit* and *Henry Rew*, the younger, their heirs, executors, adminiſtrators, and aſſigns, in truſt as aforeſaid, except the ſaid advowſon, and the ſaid leaſehold lands in the ſaid manor of *S*———, as hereinbefore is mentioned; and alſo for and in conſideration of the ſum of ten ſhillings, of like lawful money, to each of them the ſaid *William Mit*, of *G*——, *William Mit*, of ———, and *Henry Rew*, the younger, in hand, likewiſe paid by the ſaid *Richard Ruſſell*, at or before the ſealing and delivery of theſe preſents, the receipts whereof are hereby acknowledged; they the ſaid *William Mit*, of ———, and *Henry Rew*, the younger, in purſuance of the ſaid act of parliament, and by virtue of the powers or authorities in them veſted, or to them given by the ſaid recited act of parliament, and in exerciſe and execution thereof, and in performance of the truſts in them repoſed by the ſaid act in this behalf; have, and each of them hath granted, bargained, ſold, aliened, and releaſed, and by theſe preſents do, and each of them doth, grant, bargain, ſell, alien, and releaſe; and the ſaid *William Mit*, of *G*———, hath granted, remiſed, releaſed, ratified, and confirmed, The coveyance.

and by theſe preſents doth grant, remiſe, releaſe, ratify, and confirm, unto the ſaid *Richard Ruſſell* (in his actual poſſeſſion now being by virtue of a bargain and ſale to him thereof made, by the ſaid *William Mit* of ——— and *Henry Rew* the younger, in conſideration of five ſhillings, by indenture bearing date the day next before the day of the date of theſe preſents, for the term of one whole year commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute made for transferring uſes into poſſeſſion,) and to his heirs. All that the ſaid capital meſſuage and farm called *N*—— and all other the freehold meſſuages, lands, tithes, hereditaments, and premiſſes in the ſaid pariſh of *B* —— deviſed by the will of the ſaid *John Mit*, deceaſed, whereof or wherein he had any eſtate of inheritance in poſſeſſion, reverſion, remainder, or expectancy, with their and every of their rights, members, and appurtenances, except as hereinafter is excepted, which in and by the ſaid recited act of parliament were veſted in the ſaid *William Mit* of ——— and *Henry Rew* the younger, their heirs and aſſigns, freed and diſcharged from all the uſes, truſts, powers, proviſoes, and limitations contained in the ſaid will of the ſaid *John Mit*, and from the ſaid term of one thouſand years created by the ſaid indentures of leaſe and releaſe, bearing

Poſſeſſion transferred.

The parcels.

date the 22d and 23d days of *Auguſt* 17— and from the ſaid mortgage made by the ſaid indenture dated the fifth day of *Auguſt* 17—, and the reverſion and reverſions, remainder and remainders, rents, iſſues, and profits of all and every the ſaid capital and other meſſuages, lands, tithes, hereditaments, and premiſſes, hereby granted and releaſed, or intended ſo to be, and all the eſtate, right, title, intereſt, uſe, truſt, benefit, profit, property, claim, and demand whatſoever, both at law and in equity of them the ſaid *William Mit* of —, *Henry Rew* and *William Mit* of *G*— and each and every of them, of, in, to, or out of the ſame premiſſes, or any of them, together with all and every the deeds, evidences, muniments, and writings, which relate to, or concern the ſaid hereditaments and premiſſes herein before mentioned to be hereby granted and releaſed or intended ſo to be, or any part thereof only, which are now in the cuſtody or power of the ſaid *William Mit* of *G*—— *William Mit* of ——— and *Henry Rew* the younger, or any or either of them, or which they, any or either of them, can come by without ſuit at law, or in equity, with true copies of all ſuch deeds, evidences, and writings as concern the ſaid premiſſes jointly with any other lands, or hereditaments of the ſaid *William Mit* of *G*——, all and every of which copies ſhall be firſt written out at the proper coſts of the eſtate of ſaid *John Mit*, deceaſed, but

General words.

but all future copies to be taken at the proper coſts and charges of the ſaid *Richard Ruſſell*, his heirs or aſſigns (ſave and except out of theſe preſents, and the grant and releaſe hereby made unto the ſaid *William Mit*, of ——, and *Henry Rew*, the younger, and their heirs, all that the perpetual advowſon, donation, and right of patronage, of, in, and to the vicarage of the pariſh church of *B*——— aforeſaid); *To have and to hold* the ſaid capital and other meſſuages, lands, tithes, hereditaments, and all and ſingular other the premiſſes hereinbefore mentioned to be hereby granted and releaſed, or intended ſo to be, with their and every of their appurtenances, except as hereinbefore is excepted unto the ſaid *Richard Ruſſell*, his heirs or aſſigns, to the only proper uſe and behoof of him the ſaid *Richard Ruſſell*, his heirs and aſſigns for ever: AND THIS INDENTURE FURTHER WITNESSETH, that for and in conſideration of the ſaid ſum of five thouſand eight hundred and twenty pounds, ſo paid into the Bank of *England*, by the ſaid *Richard Ruſſell* as aforeſaid, and alſo for and in conſideration of the further ſum of ten ſhillings of like lawful money to each of them the ſaid *William Mit*, of *G*—, *William Mit*, of ———, and *Henry Rew*, the younger, in hand, paid by the ſaid *Richard Ruſſell*, at or before the ſealing and delivery of theſe preſents, the receipts whereof are hereby acknowledged,

Habendum in fee.

The conſideration.

ledged, they the ſaid *William Mit*, of ——— and *Henry Rew*, the younger, in further purſuance of the ſaid act of parliament, and by virtue of the powers or authorities in them veſted, or to them given by the ſaid recited act of parliament, and in exerciſe and execution thereof, and in further performance of the truſts in them repoſed by the ſaid act in this behalf, *Have* and each of them hath granted, bargained, ſold, aſſigned, transferred, and ſet over, and by theſe preſents do, and each and every of them doth grant, bargain, ſell, aſſign, transfer, and ſet over, and the ſaid *William Mit*, of *G*———, hath granted, aſſigned, ratified, and confirmed, and by theſe preſents doth grant, aſſign, ratify, and confirm, unto the ſaid *Richard Ruſſel*, his executors, adminiſtrators, and aſſigns, all and ſingular the ſaid lands, and premiſſes in the ſaid pariſh of *B*—— called *Upper Whiſkers* and *Lower Whiſkers*, comprized in the two ſeveral recited indentures of leaſe, and ſo demiſed by the ſaid *Henry* lord *Arundel*, to the ſaid *Henry Rew*, as aforeſaid, which in and by the ſaid act of parliament were veſted in the ſaid *William Mit*, of ——, and *Henry Rew*, the younger, their executors, adminiſtrators, and aſſigns, with their and every of their appurtenances, freed and diſcharged from all the uſes, truſts, powers, proviſoes, and limitations contained in the will of the ſaid *John Mit*, deceaſed, and in the ſaid indenture of aſſign-

The aſſignment of the leaſehold eſtates.

Parcels.

ment and ſettlement, and in the ſaid indenture of releaſe and ſettlement, bearing date reſpectively, the 23d day of *Auguſt* 17—, and all the eſtate, right, title, intereſt, term, and terms of years, benefit of renewal, property, claim, and demand whatſoever, both at law and in equity, of them the ſaid *William Mit*, of ——— *Henry Rew*, the younger, and *William Mit*, of G—— and each and every of them, of, in, and to the ſaid lands and premiſſes hereby bargained, ſold, and aſſigned, or mentioned or intended ſo to be, or any part thereof, together with the ſaid two ſeveral recited indentures of leaſe, and all benefit and advantage thereof; *To have and to hold* the ſaid lands and premiſſes, in and by the ſaid two ſeveral recited indentures of leaſe, granted or demiſed, and intended to be hereby bargained, ſold, and aſſigned, with their and every of their appurtenances, unto the ſaid *Richard Ruſſel*, his executors, adminiſtrators, and aſſigns, from henceforth, for and during all the reſt, reſidue, and remainder now to come and unexpired, of the ſaid ſeveral terms in and by the ſaid two ſeveral recited indentures of leaſe granted, ſubject nevertheleſs to the payment of the ſeveral rents reſerved by the ſaid indentures of leaſe reſpectively, and to the performance of the covenants therein reſpectively contained, which from the feaſt of St. *Michael*, laſt paſt, on the tenant's, leſſee's, or aſſignee's part and behalf are or ought to be paid,

Habendum.

be

obſerved, or performed; *And* the ſaid *William Mit*, of ——, for himſelf, his heirs, executors, adminiſtators, and aſſigns, doth covenant, promiſe, and agree, to and with the ſaid *Richard Ruſſell*, his heirs and aſſigns, by theſe preſents, that he the ſaid *William Mit*, of —— hath not at any time heretofore made, done, committed, or wittingly or willingly ſuffered to be done, any act, deed, matter, or thing whatſoever, whereby or by reaſon or means whereof, the ſaid capital and other meſſuages, lands, tithes, hereditaments, and premiſſes hereinbefore mentioned to be hereby granted, releaſed, and aſſigned reſpectively, or any part thereof, is, are, can, ſhall or may be any ways impeached, charged, affected, or incumbered, in title, charge, eſtate, or otherwiſe howſoever; *And* the ſaid *Henry Rew*, the younger, for himſelf, his heirs, executors, and adminiſtrators, doth covenant, promiſe, and agree to and with the ſaid *Richard Ruſſell*, his heirs and aſſigns by theſe preſents, that he the ſaid *Henry Rew*, the younger, hath not at any time heretofore, made, done, executed, committed, or wittingly or willingly ſuffered to be done, any act, matter, or thing whatſoever, whereby or by reaſon or means whereof the ſaid capital and other meſſuages, lands, tithes, hereditaments, and premiſſes herein before mentioned, to be hereby granted, releaſed, and aſſigned reſpectively, or any part thereof, is, are, can, ſhall or may

Covenant that the heir at law of the teſtator has done no act to incumber.

Covenant from the deviſor's truſtee, that he has done no act to incumber.

be any ways impeached, charged, affected or incumbered in title, charge, eſtate, or otherwiſe howſoever; *And* the ſaid *William Mit*, of *G*——, for himſelf, his heirs, executors, and adminiſtrators, doth covenant, promiſe, and grant, to and with the ſaid *Richard Ruſſell*, his heirs and aſſigns, by theſe preſents, in manner and form following (that is to ſay) that for and notwithſtanding any act, deed, matter, or thing whatſoever, made, done, committed, or willingly ſuffered to be done by him the ſaid *William Mit*, or the ſaid *William Mit*, of —— and *Henry Rew*, the younger, or by the ſaid *John Mit*, deceaſed, or any of his anceſtors, or any or either of them to the contrary, they the ſaid *William Mit*, of *G*—— *William Mit*, of —— and *Henry Rew*, the younger, ſome or one of them, are and ſtand, or is and ſtandeth lawfully, rightfully and abſolutely ſeiſed of a good, ſure, perfect, and indefeazible eſtate of inheritance in fee-ſimple, to them, and their heirs, or to the heirs of ſome or one of them, of and in the capital and other meſſuages, lands, tithes, hereditaments, and all and ſingular other the premiſſes hereinbefore mentioned, to be hereby granted and releaſed, or intended ſo to be, with their and every of their appurtenances, without any reverſion, remainder, truſt, condition, proviſoe, power of revocation, or limitation of any uſe or uſes, or other reſtraint, matter, or thing whatſoever,

Covenant from the granting parties, that they or one of them are ſeiſed of the freehold eſtates,

to

to alter change, charge, revoke, make void, qualify, determine, defeat, impeach, or incumber the ſame premiſſes; and that the ſaid two ſeveral recited indentures of leaſe are good, and ſubſiſting leaſes, valid in law, no ways ſurrendered, vacated, charged or incumbered in any manner whatſoever; *And alſo* that they the ſaid *William Mit*, of *G*—— *William Mit*, of —— and *Henry Rew*, the younger or ſome or one of them, (for and notwithſtanding any ſuch act, matter, or thing as aforeſaid) have or hath good right, full power, and lawful and abſolute authority, to grant and releaſe, and bargain, ſell, and aſſign the ſaid capital and other meſſuages, lands, tithes, hereditaments, and premiſſes hereinbefore mentioned, to be hereby granted and releaſed, and bargained, ſold, and aſſigned reſpectively, or intended ſo to be, and every part thereof, with their and every of their rights, members, and appurtenances whatſoever reſpectively, unto and to the uſe and behoof of the ſaid *Richard Ruſſell*, his heirs, executors, adminiſtators, and aſſigns reſpectively, in manner and form aforeſaid; *And further*, that for and notwithſtanding any ſuch act, matter, or thing as aforeſaid, the ſaid capital and other meſſuages, lands, tithes, hereditaments, and premiſſes hereinbefore mentioned, to be hereby granted and releaſed, and bargained, ſold, and aſſigned reſpectively, or intended ſo to be, with their and every of their appurtenances, from time to time, and at all times

and that the leaſes are valid.

They have good right to convey and aſſign,

and the grantee may enjoy the ſeveral eſtates according to their reſpective natures peaceably,

times hereafter, ſhall remain and continue unto and to the uſe and behoof of him the ſaid *Richard Ruſſell*, his heirs, executors, adminiſtrators, and aſſigns reſpectively, according to the nature and quality of the ſaid eſtates, and the true intent and meaning of theſe preſents, and ſhall be held and enjoyed by him and them, without the lawful let, ſuit, trouble, moleſtation, hindrance, denial, interruption, eviction, claim, and demand, of or by the ſaid *William Mit*, of *G*——— *William Mit*, of ——— and *Henry Rew*, the younger, or any of them, or the heirs or aſſigns of any of them, or any other perſon or perſons whomſoever, lawfully or equitably claiming or to claim, by, from, or under, or in truſt for them or any of them, or by, from, or under, or in truſt for the ſaid *John Mit*, deceaſed, or any of his anceſtors, or by, or with their, or any of their acts, means, privity, conſent, default, or procurement, and that free and clear, and freely and clearly acquitted, exonerated, releaſed, and diſcharged or otherwiſe, by the ſaid *William Mit*, of *G*——— his heirs, executors, or adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs, and indemnified, of, from, and againſt all, and all manner of former and other gifts, grants, bargains, ſales, ſettlements, mortgages, jointures, dowers, right, and title of dower, and thirds at the common law, uſes, intails, truſts, wills, ſtatutes merchant, and of the ſtaple, recognizances, judg-

free from incumbrances.

judgments, extents, elegits, executions, inquiſitions, rents, arrears of rent, annuities, legacies, ſums of money, yearly payments, forfeitures, and re-entries, debts of record, debts due to the king's majeſty, and of, from, and againſt all other eſtates, titles, troubles, charges, or incumbrance whatſoever, had, made, done, committed, or wittingly, or willingly ſuffered by the ſaid *William Mit*, of *G*———, *William Mit*, of ———, and *Henry Rew*, the younger, or any of them, or by the ſaid *John Mit* deceaſed, or any of his anceſtors, or any other perſon or perſons whomſoever, claiming or to claim, by, from or under, or in truſt for him, them, or any of them; *And moreover* that they the ſaid *William Mit*, of *G.*——— *William Mit*, of ———— and *Henry Rew*, the younger, and each and every of them, their and each and every of their heirs, and all perſons claiming or to claim any eſtate, right, title, intereſt, inheritance, reverſion, uſe, truſt, property claim, or demand whatſoever, either at law or in equity, of, in, to, or out of the ſaid capital and other meſſuages, lands, tithes, hereditaments, and premiſſes hereinbefore mentioned, to be hereby granted and releaſed, and aſſigned reſpectively, or intended ſo to be, or any of them, or any part thereof, by, from, or under or in truſt for them, or any or either of them, or by from or under the ſaid *John Mit*, deceaſed, or any of his anceſtors, ſhall and will from time

Covenant for further aſſurances,

to

to time and at all times hereafter, at the requeſt, coſts, and charges of the ſaid *Richard Ruſſell*, his heirs or aſſigns, make, do, acknowledge, levy, ſuffer, and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered, and executed, all and every ſuch further and other lawful and reaſonable act and acts, deed and deeds, conveyances and aſſurances in the law whatſoever, as well for the further, better, more perfect, and abſolute granting, conveying, and aſſuring all and ſingular the ſaid hereditaments and premiſſes hereinbefore mentioned, to be hereby granted and releaſed, or intended ſo to be, with their appurtenances, unto and to the uſe and behoof of the ſaid *Richard Ruſſell*, his heirs and aſſigns, as for the aſſigning and transfering the ſaid lands and premiſſes herein before mentioned, to be hereby aſſigned, with their appurtenances, unto the ſaid *Richard Ruſſell*, his executors, adminiſtrators, and aſſigns, for all the reſidue of the ſaid ſeveral terms which ſhall be then to come and unexpired, as by the ſaid *Richard Ruſſell*, his heirs or aſſigns, or his or their counſel learned in the law ſhall be reaſonably adviſed, or deviſed, and required, ſo as ſuch further aſſurances, or any of them contain or imply in them, no further or other covenant or warranty, than againſt the acts of the perſon or perſons, who ſhall be required to make and execute the ſame, and his, her, or their heirs,

and

and ſo as no ſuch perſon or perſons be compelled or compellable to travel above five miles from his her or their habitation, for the making thereof. In witness, &c.

Settled by Mr. H———.

4th *Auguſt* 1774.

N° 8942.

Accountant Generals certificate indorſed.

" I do hereby certify, that purſuant to an " act of parliament paſſed in the fourteenth " year of the reign of his preſent Majeſty King " *George* the Third, 1774, intitled an act for " veſting part of the freehold and leaſehold " eſtates deviſed by the will of *John Mit*, eſq; " deceaſed, in truſtees, to ſell the ſame for diſ- " charging incumbrances, and for laying out " the reſidue of the money ariſing by ſale, in " the purchaſe of other lands and hereditа- " ments, to be ſettled in lieu thereof, to the " like uſes, *Richard Ruſſell*, eſq; the purcha- " ſor is to pay into the Bank of *England*, the " ſum of five thouſand eight hundred and " twenty pounds, which is to be placed to my " account, as acountant general, and to the " credit of *ex parte Robert Ruſſell*, eſq; the " purchaſer, and a receipt is forthwith to be " brought me from one of the caſhiers of the " Bank, of payment thereof as directed by act " of parliament."

5820 *l.* " J. Anguish."

London

London, 11th *Auguſt* 1774.

Caſhier's receipt indorſed.

Received of *Richard Ruſſell*, eſq; the purchaſor, purſuant to an act paſſed in the fourteenth of *George* the Third, 1774, intitled an act for veſting part of the freehold and leaſehold eſtates deviſed by the will of *John Mit*, eſq; deceaſed, in truſtees, to ſell the ſame, for diſcharging incumbrances, and for laying out the reſidue of the money ariſing by the ſale in the purchaſe of other lands and hereditaments, to be ſettled in lieu thereof to the like uſes, the ſum of five thouſand eight hundred and twenty pounds, which money is placed to the account of *Thomas Anguiſh*, eſq; as accountant general of the Court of Chancery, and to the credit of the *ex parte*, *Richard Ruſſell*, eſq; the purchaſer, in the books kept at the Bank, for the ſuitors of the ſaid Court of Chancery. For the Governor and Company of the Bank of *England*.

5820*l*. W. GARDNER.

Entered *J. Webb*.

The above written are two exact copies of the office copies of the original certificate and receipt filed in the Regiſter Office, in the Court of Chancery, with the proper officers there, and examined with the ſaid office copies, this ——— day of ——— 17—

A Con-

No. V.

A Conveyance by Leaſe and Releaſe of the ſeventh Part of a Freehold Eſtate directed by a Teſtator to be ſold for the purpoſe of dividing the Monies ariſing by ſuch Sale between ſeveral Perſons, and an Aſſignment from the Grantor of his Share thereof.

THIS INDENTURE, made the 10th day of *December* in the ſecond year of the reign of our ſovereign lord *George* the Third, by the grace of God of *Great Britain, France,* and *Ireland*, king, defender of the Faith, *&c.* and in the year of our Lord 17—; between *Walter Clop* of *New Kent County* in the colony and dominion of *Virginia*, planter, of the one part; and *William Din* of the county of *Buckingham* in the ſaid colony, merchant, of the other part. *Whereas Henry Ham*, late citizen and clothworker, of *London*, deceaſed, by his laſt will and teſtament in writing, duly executed, bearing date on or about the 27th day of *Auguſt*, which was in the year of our Lord 17— deviſed (amongſt other things) his two freehold meſſuages or tenements, one of them ſituate in the *Strand*, and the other in *Holywell-ſtreet*, in the pariſh of *Saint Clement Danes*, in the county of *Middleſex* in the kingdom of *Great Britain*, (one ſeventh part whereof, is hereinafter mentioned to be hereby releaſed) unto his

A will recited whereby the teſtator gave a freehold eſtate unto his wife during life or widowhood and after her death or marriage unto her only child in fee, but if he died without iſſue to ſuch perſons as his wife ſhould appoint and for want of appointment he directed that the eſtates ſhould be ſold, and the money ariſing thereby be diſ-

tributed amongſt the children of his wife's brother, and the children of two other perſons.

his wife *Margaret Ham* during her widowhood, and from and after her death or marriage, unto his only child *William Ham* his heirs and aſſigns for ever; p ovided that if the ſaid *William Ham* ſhould happen to die, leaving no iſſue of his body lawfully begotten and living at his deceaſe, then the ſaid teſtator did will and order, that after the deceaſe of his ſaid wife *Margaret Ham* and ſon *William Ham*, the ſaid meſſuages or tenements and premiſſes ſhould be ſold by ſuch perſon or perſons, as his ſaid wife *Margaret Ham* by any writing in her life-time, or by her laſt will and teſtament in writing, ſhould nominate and appoint, and for want of ſuch nomination or appointment by the executors or adminiſtrators of his ſaid wife, for the beſt price that could be got for the ſame, and the money which ſhould ariſe by ſuch ſale, the ſaid teſtator gave and ordered to be divided and paid by the perſon or perſons who ſhould make ſuch ſale equally unto and amongſt the children of his wife's brother *William Clop* then living in *Virginia* in parts beyond the ſeas, and the children of *Edward Sav*, and of *Henry Sav* ſons of his uncle *Edward Sav* then late of *Hanvill* in the county of *Eſſex*, deceaſed) ſhare and ſhare and ſhare alike, and appointed the ſaid *Margaret Ham*, ſole executrix of his ſaid will, who proved the ſame in the prerogative court of *Canterbury*. *And whereas* the ſaid *Margaret Ham* died inteſtate, in the life-time of her ſaid ſon *William*

The teſtator's wife died in his life-time inteſtate.

Ham, without making any appointment by whom the ſaid premiſſes ſhould be ſold, and adminiſtration of her goods, chattels, and credits was duly granted by the ſaid Prerogative Court of *Canterbury* to the ſaid *William Ham*. *And whereas* the ſaid *William Ham* died without iſſue, in or about the month of *July*, which was in the year of our Lord 17—, and the ſaid *William Clop* the ſaid teſtator's wife's brother had four children then living, namely, *Robert Clop*, the ſaid *Walter Clop*, party to theſe preſents, and *Ann* and *Elizabeth Clop*, and the ſaid *Edward Sav*, one of the ſons of the ſaid teſtator's uncle *Edward Sav* had three children then living, namely, *William*, *Richard* and *Heſter Sav*; but the ſaid *Henry Sav* the other ſon died a batchelor. *And whereas* the ſaid *Walter Clop*, being deſirous to diſpoſe of the ſeventh part or ſhare of the ſaid meſſuages and premiſſes to which he is ſo entitled under the will of the ſaid *Henry Ham*, deceaſed, the ſaid *William Din* hath contracted with him for the purchaſe thereof, at and for the price or ſum of fifteen pounds. NOW THIS INDENTURE WITNESSETH, that for and in conſideration of the ſum of fifteen pounds of lawful money of *Great Britain* by the ſaid *William Din* to the ſaid *Walter Clop* in hand at or before the ſealing and delivery of theſe preſents well and truly paid, in full for the abſolute purchaſe of the ſeventh part of the meſſuages and premiſſes herein

Adminiſtration granted to the ſon.

The ſon died without iſſue, and 7 perſons are now intitled.

One of the perſons intitled to the 7th part of the ſaid eſtate hath agreed to ſell the ſame.

The conſideration.

hereinafter mentioned to be hereby releaſed and conveyed, the receipt whereof he the ſaid *Walter Clop* doth hereby acknowledge, and thereof acquit, releaſe, and for ever diſcharge the ſaid *William Din*, his heirs, executors, and adminiſtrators for ever, by theſe preſents, he the ſaid *Walter Clop* hath granted, bargained, ſold, aliened, releaſed, and confirmed, and by theſe preſents doth grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid *William Din* (in his actual poſſeſſion, now being by virtue of a bargain and ſale to him thereof made by the ſaid *Walter Clop* for five ſhillings conſideration, by indenture bearing date the day next before the day of the date of theſe preſents for one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute for transferring uſes into poſſeſſion) his heirs and aſſigns one full undivided ſeventh part or ſhare (the whole into ſeven equal parts to be divided) of and in all that meſſuage or tenement, with the yard behind the ſame, called or known by the name or ſign of the *Cap and Feather*, now in the tenure or occupation of Mr. *Fulk* milliner, ſituate, ſtanding, and being on the North ſide of the *Strand* in the ſaid pariſh of *Saint Clement Danes* in the ſaid county of *Middleſex*, being the third houſe Weſtward from *P.*—— *Alley* and abutting Eaſt on a meſſuage or tenement now

The conveyance.

Poſſeſſion transferred.

The ſeventh part of the parcels.

now in the occupation of Mr. *Hoſſack*, periwig-maker, Weſt on a meſſuage or tenement, now in the occupation of Mr. *Wilkinſon* iſſue plaiſter-maker, and North on the meſſuage or tenement hereinafter mentioned to be in the occupation of Mr. *Welch*; and alſo of and in all that meſſuage or tenement, called or known by the name or ſign of the *Black Lion*, now in the tenure or occupation of Mr. *Welch*, mercer, ſituate, ſtanding, and being on the South ſide of *Holywell-ſtreet* in the ſaid pariſh of *Saint Clement Danes*, being alſo the third houſe Weſtward from *P*——— *Alley* abutting Eaſt on a meſſuage or tenement now in the occupation of Mr. *Miller*, woollen draper, Weſt on a meſſuage or tenement now in the occupation of Mr. *Hanks*, piece broker, and South on the meſſuages or tenements hereinbefore mentioned to be in the occupation of the ſaid Mrs. *Fulk* and Mr. *Wilkinſon*, and of and in all cellars, ſollars, ſhops, warehouſes, chambers, rooms, ways, paſſages, waters, watercourſes, lights, eaſements, privileges, advantages, hereditaments, and appurtenances, whatſoever, to the ſaid meſſuages or tenements hereditaments and premiſſes or either of them belonging or appertaining, or with them or either of them reſpectively uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken, or known as part, parcel, or member thereof, and the reverſion and reverſions, remainder and remainders,

General words.

ders, yearly and other rents, iſſues, and profits of all and ſingular the ſaid premiſſes, and of every part and parcel thereof, and all the eſtate, right, title, intereſt, uſe, truſt, inheritance, poſſeſſion, property, claim, and demand whatſoever, of him the ſaid *Walter Clop*, of, in, and to the ſame premiſſes, every or any part or parcel thereof. *To have and to hold* the ſaid ſeventh part or ſhare mentioned to be hereby releaſed, of and in the ſaid meſſuages or tenements, hereditaments and premiſſes, with their and every of their appurtenances, unto the ſaid *William Din* and his heirs, to the only proper uſe and behoof of the ſaid *William Din*, his heirs and aſſigns for ever. AND THIS INDENTURE FURTHER WITNESSETH, that the ſaid *Walter Clop* for the conſiderations aforeſaid, hath bargained, ſold, aſſigned, transferred, and ſet over, and by theſe preſents doth bargain, ſell, aſſign, transfer and ſet over unto the ſaid *William Din*, his executors, adminiſtrators, and aſſigns, all the ſeventh part, ſhare, and intereſt of him the ſaid *Walter Clop*, of and in all and every the ſum and ſums of money to ariſe by ſale of the ſaid two meſſuages or tenements and premiſſes, and of every part and parcel thereof, and all the right, title, and intereſt whatſoever, of him the ſaid *Walter Clop*, of, in, or to the ſaid hereby aſſigned premiſſes, or any part thereof; To have, hold, perceive, receive, take, and enjoy the ſaid ſeventh part mentioned to be hereby aſſigned of the

Habendum.

The aſſignment of the grantor's ſhare of the monies

to ariſe by the ſale of the eſtates.

the ſaid money and premiſſes unto the ſaid *William Din*, his executors, adminiſtrators, and aſſigns, to his and their own uſe, and as his and their own goods and chattels abſolutely for ever. AND the ſaid *Walter Clop* doth hereby for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, grant, and agree to and with the ſaid *William Din*, his heirs and aſſigns in the manner following, (that is to ſay) that for and notwithſtanding any act, matter or thing whatſoever, by him the ſaid *Walter Clop* heretofore made, done, committed, or wittingly or willingly ſuffered to the contrary (he the ſaid *Walter Clop* now is and ſtandeth lawfully and rightfully ſeiſed of the ſaid ſeventh part mentioned to be hereby releaſed of the ſaid meſſuages or tenements, hereditaments and premiſſes, of a good ſure lawful and indefeazable eſtate of inheritance in fee ſimple, without any manner of condition, contingent proviſo, power of revocation, limitation of uſe or uſes, or any other reſtraint, matter, or thing whatſoever, whereby to alter, change, charge, defeat, revoke, make void, or determine the ſame eſtate; *And* alſo for and notwithſtanding any ſuch act, matter, or thing, as aforeſaid, now hath in himſelf good right, full power, and lawful and abſolute authority to grant and convey the ſame, or the money to ariſe by ſale thereof unto the ſaid *William Din*, his heirs, executors, adminiſtrators, and aſſigns,

Covenant that the grantor is ſeiſed of the ſeventh part in fee,

hath right to convey.

The grantor may peaceably enjoy,

in manner aforeſaid. *And further* that it ſhall and may be lawful to and for the ſaid *William Din*, his heirs and aſſigns, from time to time, and at all times hereafter, peaceably and quietly to have, hold, occupy, poſſeſs, and enjoy the ſaid ſeventh part mentioned to be hereby releaſed of and in the ſaid meſſuages or tenements, and premiſſes, and to receive and take the rents, iſſues, and profits thereof, without any let, ſuit, hindrance, interruption, or denial whatſoever, of or by the ſaid *Walter Clop*, his heirs or aſſigns, or any other perſon or perſons whomſoever, lawfully claiming or to claim any eſtate, right, title, truſt, or intereſt, of, in, to, or out of the ſame or any part thereof, by, from, under, or in truſt for him; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Walter Clop*, his heirs, executors, and adminiſtrators, well and ſufficiently ſaved, kept harmleſs, and indemnified of, from, and againſt all and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, aſſigments, jointures, dowers, (and particularly the dower of the wife of the ſaid *Walter Clop*) uſes, intails, rents, arrears of rent, ſtatutes, recognizances, judgments, titles, charges, and incumbrances whatſoever, had, made, committed, done, or ſuffered by the ſaid *Walter Clop*, or from, by, through, or with, his act, means, privity, or procurement. *And laſtly*, That the ſaid *Walter Clop* and his heirs, and all

free from incumbrances.

A covenant for further aſſurances.

and

and every other perſon and perſons whatſoever, having, or lawfully claiming, or to claim, any eſtate, right, title, truſt, or intereſt, of, in, to, or out of the ſaid ſeventh part mentioned to be hereby releaſed of the premiſſes aforeſaid, by, from, under, or in truſt for him, ſhall and will, from time to time, and at all times hereafter, at the requeſt, coſts, and charges in the law, of the ſaid *William Din*, his heirs and aſſigns, make, do, acknowledge, levy, ſuffer, and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered, and executed, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, deeds, conveyances, aſſignments, and aſſurances, in the law whatſoever, be the ſame by fine or fines, or other matter of record, or otherwiſe, for the further, better, more perfect, and abſolute granting, conveying, aſſigning, and aſſuring the ſaid ſeventh part mentioned to be hereby releaſed and aſſigned, of the ſaid meſſuages, or tenements, money and premiſſes, unto, and to the uſe of the ſaid *William Din*, his heirs, executors, adminiſtrators, and aſſigns, according to the true intent and meaning of theſe preſents, as by the ſaid *William Din*, his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed, and required. In witness, &c.

I approve of this draft,

Wm. Rivett.

No. VI. *A Conveyance of a Freehold Eſtate by Leaſe and Releaſe to ſeveral Perſons in truſt for a Corporation, with a Declaration of Truſt from the Truſtees; and an Aſſignment of a Term to a Truſtee to attend the Inheritance.*

THIS Indenture, of four parts, made the 25th day of *March*, in the 18th year of the reign of our ſovereign lord *George* the Third, by the grace of God, of *Great Britain France* and *Ireland*, king, defender of the faith, &c. and in the year of our Lord 17—, between *Ann Thorn*, of *Sharſted*, in the pariſh of *Doddington*, in the county of *Kent*, ſpinſter, of the firſt part; *John Wigg*, of *Petit-lane*, in the pariſh of *Saint Botolph, Without Aldgate, London*, peruke-maker, adminiſtrator of all and ſingular the goods, chattels, rights, and credits, of *Mary Wigg*, late of *Warm* in the county of *Herts*, widow, deceaſed, (which ſaid *Mary* was adminiſtratrix of the goods, chattels, and effects of *Richard White*, late of *Warm* aforeſaid, gentleman, deceaſed) and alſo adminiſtrator of the goods, chattels, rights, and credits of the ſaid *Richard White*, left unadminiſtered by the ſaid *Mary Wigg*, with the will of the ſaid *Richard White* annexed, of the ſecond part; *Joſeph Part*, of *Hatton Garden*, in the county of *Middleſex*, ——, *Iſaac Mat*, of *Biſhopſgate Street, London*, ——,

John

John Wall, of *Saint Martin's Lane*, in the ſaid county of *Middleſex*, ——, *John Shield*, of *Newgate Street*, *London*, ——, and *William Mall*, of *Lothbury*, *London*, ——, of the third part; and *Walter Williams*, of ——, *London*, gentleman, of the fourth part: Whereas *William Law*, of *Sharſted* aforeſaid, eſquire, was, during his life, and at the time of his deceaſe, ſeiſed in his demeſne as of fee, of and in the ſeveral pieces or parcels of ground, meſſuages, or tenements, and hereditaments hereinafter more particularly mentioned and deſcribed, and intended to be hereby granted and releaſed, and being ſo ſeiſed, made, and publiſhed his laſt will and teſtament in writing, according to the form preſcribed by the ſtatute for rendering valid the deviſes of real eſtates, bearing date on or about the 30th day of *May*, in the year 17—, and thereby, amongſt other things, gave unto his ſiſter *Mary Thorn*, all and every his meſſuages, lands, tenements, out-houſes, buildings, yards, gardens, backſides, hereditaments, and real eſtates, with their and every of their appurtenances whatſoever, ſituate, lying and being in the pariſh of *Saint* ——, *London*; And alſo all other his meſſuages, lands, tenements, hereditaments, and premiſſes, with their and every of their appurtenances, ſituate, lying and being in the city of *London* aforeſaid, to hold all and ſingular the ſaid meſſuages or tenements, buildings, yards, gardens, lands, and premiſſes

A will recited, whereby the grantor is intitled.

premiſſes laſt mentioned, with their and every of their appurtenances, to the ſaid teſtator's ſiſter *Mary Thorn*, and her aſſigns, for and during the term of her natural life; and from and immediately after her deceaſe, gave and deviſed the aforeſaid meſſuages, lands, tenements, outhouſes, buildings, yards, backſides, gardens, hereditaments, and appurtenances whatſoever, before mentioned, to be ſituate, lying, and being in the pariſh of *Saint* ——, *London*; And alſo all his, the ſaid teſtator's, other meſſuages, lands, tenements, hereditaments, and premiſſes, with their appurtenances, ſituate, lying and being in the city of *London* aforeſaid, unto his niece *Ann Thorn*, daughter of his ſaid ſiſter *Mary Thorn*, to hold to the ſaid *Ann Thorn*, her heirs and aſſigns for ever, as in and by the ſaid recited laſt will, duly proved in the proper eccleſiaſtical court, reference being thereunto had, will more fully appear. *And whereas* the ſaid *Mary Thorn* departed this life on or about the 27th day of *July*, in the year of our Lord 17—. *And whereas* the ſaid *Ann Thorn*, by virtue of the ſaid recited will, being ſeiſed in her demeſne as of fee, of and in the pieces or parcels of ground, meſſuages or tenements, and hereditaments hereinafter mentioned, or intended to be hereby granted and releaſed, the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, have agreed with the ſaid *Ann Thorn*, for the purchaſe of the ſaid pieces

The purchaſe money agreed for.

pieces or parcels of ground, meſſuages or tenements and hereditaments, free from all incumbrances, at and for the price or ſum of one thouſand and two hundred pounds. Now THIS INDENTURE WITNESSETH, That for and in conſideration of the ſum of one thouſand and two hundred pounds, of lawful money of *Great Britain*, to her the ſaid *Ann Thorn*, by the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, at or before the ſealing and delivery of theſe preſents, in hand well and truly paid, the receipt of which ſaid ſum of one thouſand and two hundred pounds, ſhe the ſaid *Ann Thorn* doth hereby acknowledge, and thereof, and of, and from every part thereof, doth acquit, releaſe, and for ever diſcharge them the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, and every of them, their reſpective executors, adminiſtrators, and aſſigns, by theſe preſents, which ſaid ſum of one thouſand and two hundred pounds, is the ſame ſum of money as is mentioned to be the conſideration of one indenture of bargain and ſale, bearing even date herewith, and made between the ſame parties, and intended to be inrolled in the High Court of Chancery, ſhe the ſaid *Ann Thorn* hath granted, bargained, ſold, aliened, releaſed, and confirmed, and by theſe preſents doth grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and

The conſideration.

A bargain and ſale inrolled.

The conveyance.

and *William Mall*, in their actual poſſeſſion
Poſſeſſion tranſferred. now being by virtue of a bargain and ſale to them thereof made, by indenture bearing date the day next before the day of the date hereof, for one whole year, commencing from the day next before the day of the date thereof, in conſideration of ten ſhillings therein mentioned, and by force of the ſtatute for transferring uſes into poſſeſſion, and their heirs; all,
The parcels. *&c.* all which ſaid premiſſes are more particularly delineated and deſcribed in the plan or
General words. ground-plot hereto annexed: Together with all out-houſes, edifices, buildings, erections, ways, paths, paſſages, lights, eaſements, waters, water-courſes, profits, commodities, advantages, emoluments, hereditaments, and appurtenances whatſoever, to the ſaid premiſſes belonging, or in any wiſe appertaining, or therewith uſed or enjoyed, or accepted, reputed, taken, or known as part, parcel, or member thereof; and the reverſion, and reverſions, remainder and remainders, rents, iſſues, and profits, of all and ſingular the ſame premiſſes, and of every part thereof; and all the eſtate, right, title, intereſt, inheritance, uſe, truſt, property, benefit, claim, and demand whatſoever, both at law and in equity, of her the ſaid *Ann Thorn*, of, in, to, or out of the ſame premiſſes, or any part or parcel thereof: together with all and every the deeds, evidences, and writings, which do touch or concern the ſaid hereditaments and premiſſes hereinbefore

inbefore mentioned, to be hereby granted and releaſed, or intended ſo to be, or any part thereof, only, and not jointly, or together with any other lands, tenements, or hereditaments, of the ſaid *Ann Thorn*, and which now are in her power or cuſtody, or which ſhe can come by without ſuit at law or in equity, with true copies of all ſuch deeds, evidences, and writings as concern the ſaid hereditaments and premiſſes, jointly or together with any other lands, tenements, or hereditaments of the ſaid *Ann Thorn*, which copies, at their being ſeverally firſt written and taken, ſhall be ſo written and taken reſpectively, at the proper coſts and charges of the ſaid *Ann Thorn*, her heirs, executors, or adminiſtrators; but all future copies to be taken at the proper coſts and charges of the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *Willliam Mall*, their heirs or aſſigns, To HAVE AND TO HOLD the ſaid pieces or parcels of ground, meſſuages, or *tenements* and hereditaments, and all and ſingular other the premiſſes hereby granted and releaſed, or mentioned or intended to be hereby granted and releaſed, with their and every of their rights, members, and appurtenances unto the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, their heirs and aſſigns, to the only uſe and behoof of the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William*

Habendum to the grantees in fee.

William Mall, their heirs and aſſigns for ever. *But upon the ſeveral truſts* nevertheleſs, and to and for the intents and purpoſes, and ſubject to and under the ſeveral powers, proviſos, declarations, and agreements hereinafter expreſſed and declared, of and concerning the ſame; *And* the ſaid *Ann Thorn*, for herſelf, her heirs, executors, and adminiſtrators, doth covenant, promiſe, and grant, to and with the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, by theſe preſents, in manner following (that is to ſay) that for and notwithſtanding any act, matter, or thing made, done, committed, or ſuffered by the ſaid *Ann Thorn* or *Mary Thorn*, her mother, deceaſed, or the ſaid *William Law*, her late uncle, deceaſed, or any of their anceſtors, or any other perſon or perſons lawfully claiming or to claim, by, from, under, or in truſt for them, or any of them, to the contrary, ſhe the ſaid *Ann Thorn*, at the time of the ſealing and delivery of theſe preſents is lawfully and rightfully ſeiſed, of and in the ſaid ſeveral pieces or parcels of ground, meſſuages, tenements, and hereditaments hereby granted and releaſed, or intended ſo to be, with their and every of their rights, members, and appurtenances, of a good, ſure, perfect, abſolute, and indefeaſible eſtate of inheritance in fee-ſimple, in poſſeſſion, without any condition, proviſo, limitation, or other matter or thing whatſoever, to alter, charge, change, defeat, revoke,

but upon the truſts herein after mentioned.

Covenant that the grantor is ſeiſed in fee,

revoke, or incumber the ſame, (except as is hereinafter excepted); *And* that for and notwithſtanding any ſuch matter or thing as aforeſaid, ſhe the ſaid *Ann Thorn* now hath in herſelf, good right, full power, and lawful and abſolute authority, to grant, bargain, ſell, releaſe, and confirm the ſaid pieces or parcels of ground, meſſuages, or tenements, and hereditaments, with the rights, members, and appurtenances thereof, unto the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, and their heirs, in manner and form aforeſaid, according to the true intent and meaning of theſe preſents (except as is hereinafter excepted); *And alſo* that they the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, their heirs and aſſigns, ſhall and may from time to time and at all times hereafter peaceably and quietly have, hold, occupy, poſſeſs, and enjoy the ſaid pieces or parcels of ground, meſſuages, tenements, hereditaments, and premiſſes, with their and every of their rights, members, and appurtenances, and the rents and profits thereof, take and receive to their own uſe, without the lawful let, ſuit, interruption, diſturbance, claim, or demand whatſoever, of, from or by the ſaid *Ann Thorn*, or any perſon or perſons lawfully claiming or to claim, by, from, under, or in truſt for her or them, or any of them, or from, by or under, or in truſt for the ſaid *Mary Thorn*, and

hath power to convey.

The grantees may peaceably enjoy,

and *William Law*, deceaſed, or any or either of them (except as hereinafter excepted) *And* that free and clear, and freely and clearly, exonerated, acquitted, and diſcharged, of and from all former and other gifts, grants, jointures, dowers, and title of dower, entails, mortgages, judgments, extents, ſtatutes, debts, titles, troubles, charges, and incumbrances whatſoever, had, made, committed, done, or ſuffered by her the ſaid *Ann Thorn*, or the ſaid *Mary Thorn*, deceaſed, or the ſaid *William Law*, her late uncle, alſo deceaſed, or any of them, or any perſon or perſons lawfully claiming or to claim, by, from, under, or in truſt, for them or any of them, except ſuch term of years as may be now veſted in the ſaid *John Wigg*, and which is hereinafter aſſigned unto the ſaid *Walter Williams*, to attend the inheritance of the ſaid premiſſes compriſed in the ſaid term in truſt, for the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, their heirs and aſſigns. *And* alſo that ſhe the ſaid *Ann Thorn*, her heirs, executors, and adminiſtrators, and all and every other perſon and perſons having or lawfully claiming any eſtate, right, title, intereſt or incumbrance, of, in, to, or out of the ſaid pieces or parcels of ground, meſſuages, or tenements, hereditaments, and all and ſingular other the premiſſes hereby granted or releaſed, or intended to be granted and releaſed, or any part thereof, by, from, under

free from incumbrances.

Covenant for further aſſurances.

under, or in truſt for her, them, or any of them (except as is hereinbefore excepted) ſhall and will from time to time, and at all times hereafter, at the reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, their heirs and aſſigns, make, do, acknowledge, levy, ſuffer, and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered, and executed, all and every ſuch further and other acts, deeds, fines, recoveries, conveyances, and aſſurances in the law whatſoever, for the further, better, more perfect, and abſolute granting, conveying, aſſuring, and confirming the ſame pieces or parcels of ground, meſſuages or tenements, hereditaments, and premiſſes, with their and every of their rights, members, and appurtenances unto the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, their heirs and aſſigns as aforeſaid, as by the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, their heirs or aſſigns, their or any of their counſel learned in the law, ſhall be reaſonably adviſed deviſed or required, ſo as ſuch further or other conveyances and aſſurances contain in them, no further or other warranty or covenants, than againſt the perſon or perſons, his her or their heirs, executors, adminiſtrators, or aſſigns, who ſhall make or do the ſame; and ſo as the party or parties who ſhall be

requeſted to make and execute, ſuch further or other conveyances and aſſurances, be not compelled or compellable, for the making or executing thereof, to go or travel from his, her, or their then reſpective dwellings, or places of abode; *And further* that ſhe the ſaid *Ann Thorn*, her heirs, executors, or adminiſtrators, ſhall and will from time to time, and at all times hereafter, at the requeſt, coſts, and charges, of the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, their heirs, executors, adminiſtrators, or aſſigns, (unleſs *hindered* or prevented by fire, or other inevitable accident) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth, in any court or courts of law or equity, or to any counſel or counſels, or otherwiſe, as occaſion ſhall be and require, certain indentures of leaſe and releaſe, bearing date reſpectively, the 5th and 6th days of *May*, which was in the year of our Lord 16— and made or mentioned to be made, between *William Law*, of *Sharſtead*, in the county of *Kent*, eſquire, (afterwards Sir *William Law*, knight) of the one part; and Sir *Edward Bark*, of *Wainfleet* St. *Mary's* in the county of *Lincoln*, baronet; *James Hux*, of *Gray's Inn*, in the county of *Middeſex*, eſquire, and *Dorcas Bark*, one of the ſiſters of the ſaid Sir *Edward Bark*, of the other part; the better to evidence, maintain, prove, and defend the title of them the ſaid

Covenant to produce deeds.

ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, and each and every of them, their, and each and every of their heirs and aſſigns, and of all other perſons lawfully claiming, or to claim, from, by or under or in truſt for them, or any or either of them reſpectively, of, in, to, or out of the ſaid ſeveral pieces or parcels of ground, meſſuages, or tenements, hereditaments, and premiſſes hereby, or mentioned, or intended to be hereby granted and releaſed, with their appurtenances, or of, in, to, or out of every or any part or parcel thereof; *And in order to declare the truſt* of the ſaid pieces or parcels of ground, meſſuages or tenements, hereditaments and premiſſes ſo purchaſed by and conveyed to the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, their heirs and aſſigns as aforeſaid; THIS INDENTURE FURTHER WITNESSETH, and it is hereby declared and agreed, by and between the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, that they the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, reſpectively, and their reſpective heirs and aſſigns, ſhall and will from time to time and at all times hereafter, ſtand ſeiſed and be poſſeſſed of, and intereſted in the ſaid ſeveral hereditaments and premiſſes hereby granted and releaſed, or intended ſo to be, *Upon truſt* and to the intent and purpoſe to permit and

Declaration of truſt from the grantees.

To permit the corporation to build upon the ground.

ſuffer ſuch and ſo many of the ſaid meſſuages or tenements to be pulled down, and ſuch other buildings to be erected and built at the coſts and charges of the company of *S*——— in *London*, upon ſuch part of the ſaid premiſſes, as the maſter, wardens, and court of aſſiſtants of the ſaid company, for the time being ſhall think proper to be appropriated for that purpoſe, and to be erected and built thereupon.

The truſtees to demiſe the ground according to the directions of the company,

AND UPON FURTHER TRUST, that they the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, their reſpective heirs and aſſigns ſhall and will make ſuch demiſes, or under-leaſes of all or any part of the ſaid hereditaments and premiſſes, to ſuch perſon or perſons, and upon ſuch terms, conditions, and reſtrictions, as the ſaid maſter, wardens, and court of aſſiſtants, for the time being, ſhall order or direct, and alſo ſhall and will pay, apply, and diſpoſe of all and ſingular the rents, iſſues, annual and other profits, which ſhall ariſe from the ſaid premiſes, or any part thereof, and be received by the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, their heirs or aſſigns, unto ſuch perſon or perſons, and for ſuch intents and purpoſes as the ſaid maſter, wardens, and court of aſſiſtants of the ſaid company, for the time being, ſhall order, direct, or appoint, and to, for or upon no other truſt, intent, or purpoſe whatſoever; *And* it is hereby further declared

and to apply the rents according to their direction.

declared and agreed, by and between all the ſaid parties to theſe preſents, that when, and ſo often as any of them the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, or any future truſtees, to be choſen as hereinafter is mentioned, ſhall happen to die, the ſurvivors and ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, ſhall within the ſpace of one year next after the death or deaths of any of them the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, or of ſuch new truſtee or truſtees as ſhall be appointed in manner hereinafter mentioned, convey the ſaid pieces or parcels of ground, meſſuages, or tenements, hereditaments, and premiſſes, to two perſons, and their heirs, to the uſe of the ſurviving truſtees, and of the like number of truſtees as ſhall ſo happen to die, to be nominated by the ſaid maſter, wardens, and aſſiſtants, for the time being, in the ſtead of him or them ſo dying, and that in caſe the ſaid maſter, wardens, and court of aſſiſtants of the ſaid company for the time being, ſhall ſo neglect to nominate a truſtee or truſtees, for the purpoſes aforeſaid, for the ſpace of twelve calendar months next after any ſuch truſtee or truſtees ſhall ſo die, then and in ſuch caſe the ſurviving truſtee or truſtees ſhall within the ſpace of ſix months next enſuing the expiration of the ſaid twelve months, convey the premiſſes hereby veſted in him or them, to

In caſe of the death of any of the truſtees the preſent are to convey to new truſtees to be appointed by the company, and in caſe the company neglect to appoint a new truſtee or truſtees, the ſurviving are within a limited time to convey to others.

two perſons and their heirs, to the uſe of themſelves, and of ſuch other perſons as they ſhall think fit (in the place or places of him or them ſo dying, in order to compleat the number of the ſaid truſtees) and their heirs; upon the ſame truſts as are hereby before declared, touching the ſame premiſſes: *And whereas* by indenture bearing date on or about the 25th day of *May*, in the year of our Lord 17— (and hereinbefore excepted) and made or mentioned to be made, between the ſaid *William Law*, of the one part; and *Francis Hatt*, citizen and carpenter, of *London*, of the other part; Reciting that by certain articles of agreement, bearing date on or about the 23d day of *December* in the year of our Lord 17— the ſaid *William Law* did covenant and agree that the ſaid *William Law*, his heirs or aſſigns, ſhould on or before the 24th day of *June* then next, in caſe the meſſuage or tenement then falling down, and therein mentioned, and covenanted to be built by the ſaid *Francis Hatt*, ſhould be re-built, grant one or more good and effectual leaſe and demiſe, or leaſes and demiſes of the ſeveral meſſuages and parcels of ground therein, or herein before particularly mentioned and deſcribed, with their appurtenances, unto the ſaid *Francis Hatt*, his executors, adminiſtrators, and aſſigns, for the term of ſeventy-one years, to be computed from the 25th day of *December* next, enſuing the date of the ſaid articles; And alſo reciting

A building leaſe from an anceſtor through whom the grantor is intitled recited.

reciting in the ſaid indenture of the 25th day of *May* 17—, that ſince the execution of the ſaid articles, the ſaid *Francis Hatt*, had erected two meſſuages, whereon a ruinous houſe then before ſtood, and had laid out two hundred pounds therein. It was witneſſed that the ſaid *William Law*, in part performance of the ſaid recited articles of agreement did demiſe to the ſaid *Francis Hatt*, his executors, adminiſtrators, and aſſigns, the ſaid two new built meſſuages and premiſſes, to hold from the birth of our Lord Chriſt then laſt paſt, for the term of ſeventy-one years, at, under, and ſubject to the rents and covenants therein mentioned. *And whereas* by meſne aſſignments or other aſſurances in the law, the ſaid *Richard White* deceaſed, became intitled not only to the legal eſtate and intereſt of and in the ſaid meſſuages and premiſſes compriſed in the ſaid hereinbefore in part recited indenture of leaſe, but alſo to the equitable eſtate and intereſt, and all other the right and title of the ſaid *Francis Hatt*, of, and in the reſidue of the ſaid hereditaments and premiſſes, comprized in the ſaid recited articles of agreement, and not included in the ſaid recited indenture of leaſe, for all the reſidue of the ſaid term of ſeventy-one years then to come and unexpired. *And whereas* the ſaid *Richard White* hath long ſince departed this life, having before his death duly made and publiſhed his laſt will and teſtament in writing,

Such leaſe became veſted in a perſon who died,

having appointed an executrix.

writing, bearing date on or about the 6th day of *July* in the year of our Lord 17—, and thereby appointed the ſaid *Mary Wigg* ſole executrix thereof, who duly proved the ſame in the proper eccleſiaſtical court, and thereby became entitled to the premiſſes comprized in the ſaid articles of agreement and leaſe, for all the reſidue then to come and unexpired of the ſaid term of ſeventy-one years. *And whereas* the ſaid *Mary Wigg* hath alſo departed this life, inteſtate, and adminiſtration of all and ſingular the goods, chattels, rights, and credits, of the ſaid *Mary Wigg*, deceaſed, and alſo adminiſtration of all and ſingular the goods, chattels, rights, and credits of the ſaid *Richard White*, left unadminiſtered by the ſaid *Mary Wigg*, with the will of the ſaid *Richard White* annexed, have been granted by the Prerogative Court of the Archbiſhop of *Canterbury*, unto the ſaid *John Wigg*, whereby the ſaid pieces or parcels of ground, hereditaments, and premiſſes, hereinbefore mentioned to be hereby granted and releaſed, are become legally veſted in the ſaid *John Wigg*, for all the reſidue of the ſaid term of ſeventy-one years yet to come and unexpired, as in and by the ſaid hereinbefore in part recited indenture of leaſe, articles of agreement and other inſtruments and writings, reference being thereunto reſpectively had, may more fully appear. *And whereas*, it was upon the treaty for the purchaſe of the fee-ſimple and inherit-

Such leaſe now veſted in a party hereto by virtue of letters of adminiſtration,

It was agreed upon the purchaſe of the premiſſes, that ſuch leaſe

inheritance of the ſaid ſeveral pieces or parcels of ground, meſſuages or tenements, hereditaments, and premiſſes hereinbefore granted and releaſed, agreed by and between the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, and *Ann Thorn*, that the ſaid term of ſeventy-one years, ſhould be aſſigned to a truſtee to be nominated by the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, in truſt to attend the inheritance of the ſaid premiſſes, and to protect the ſame from all meſne and intervening charges and incumbrances. NOW THEREFORE THIS INDENTURE FURTHER WITNESSETH, That for the conſideration aforeſaid, and for and in conſideration of the ſum of twenty pounds of lawful money of *Great Britain*, to the ſaid *John Wigg*, heretofore well and truly paid by the ſaid *Ann Thorn*, the receipt whereof he the ſaid *John Wigg* doth hereby acknowledge, and thereof, and of, and from, every part thereof, doth acquit, releaſe, and diſcharge, the ſaid *Ann Thorn*, her heirs, executors, adminiſtrators, and aſſigns, and every of them, by theſe preſents; and alſo for and in conſideration of the ſum of ten ſhillings of like lawful money, to the ſaid *John Wigg*, by the ſaid *Walter Williams*, at or immediately before the ſealing and delivery of theſe preſents, well and truly paid, the receipt whereof is hereby acknowledged, he the ſaid *John Wigg*, (at the requeſt, and by the direction of the

ſhould be aſſigned to a truſtee to attend the inheritance.

The aſſignment thereof.

the ſaid *Ann Thorn*, and at the nomination, and by the appointment of the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, (teſtified by their being parties to and ſealing and delivering theſe preſents) hath bargained, ſold, aſſigned, transferred, and ſet over, and by theſe preſents doth bargain, ſell, aſſign, transfer, and ſet over, unto the ſaid *Walter Williams*, the ſaid ſeveral pieces or parcels of ground, meſſuages or tenements and hereditaments hereinbefore mentioned to be hereby granted and releaſed, and all and ſingular other the premiſſes hereinbefore mentioned, and deſcribed and compriſed, or agreed to be compriſed in the ſaid term of ſeventy-one years, with their and every of their appurtenances, and all the eſtate, right, title, intereſt, term and terms of years yet to come and unexpired, property, poſſeſſion, benefit, truſt, claim, and demand whatſoever, both at law and in equity, of the ſaid *John Wigg*, of, in, to, or out of the ſaid premiſſes, or any part thereof, To have and to hold the ſaid pieces or parcels of ground, meſſuages or tenements, hereditaments, and all and ſingular other the premiſſes hereinbefore aſſigned, or mentioned, or intended ſo to be, with their and every of their appurtenances, unto the ſaid *Walter Williams*, his executors, adminiſtrators, and aſſigns, from henceforth, for and during all the reſt, reſidue, and remainder of the ſaid term of ſeventy-one years, yet

Habendum.

to

to come and unexpired; in truſt, nevertheleſs, for the ſaid *Joſeph Part*, *Iſaac Mat*, *John Wall*, *John Shield*, and *William Mall*, and their heirs, and to attend and be ſubſervient to the reverſion, freehold, and inheritance of the premiſſes comprized in the ſaid term, in order to protect and preſerve the ſame from all meſne and intervening charges and incumbrances. AND the ſaid *John Wigg*, for himſelf, his heirs, executors, and adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid *Walter Williams*, his executors, adminiſtrators, and aſſigns, that he the ſaid *John Wigg* hath not at any time heretofore made, done, or committed, or cauſed or procured to be made, done, or committed any act, matter, or thing whatſoever, whereby, or by means whereof, the ſaid ſeveral pieces or parcels of ground, meſſuages or tenements and premiſſes, hereby aſſigned, or mentioned, or intended ſo to be, or any of them, or any part or parcel thereof, is, are, can, ſhall, or may be impeached, charged, or incumbered, in title, charge, eſtate, or otherwiſe howſoever. IN WITNESS, &c.

Covenant from the aſſignor that he hath done no act to incumber.

I have peruſed, and do approve of this draught,

J. H.

A Con-

No. VII.

A Releaſe of a Legacy and of all other claims under a Will.

"Qu. If the other executor of Francis Whig, ſhould join in this releaſe?"

Not neceſſary.

TO all to whom theſe preſents ſhall come, *Suſannah Whig*, of the pariſh of *Saint Botolph, Without Biſhopſgate, London*, widow, (relict of *Francis Whig*, late of *Newington Green*, in the pariſh of *Iſlington*, in the county of *Middleſex*, gentleman, deceaſed), ſendeth greeting: *Whereas John Whig*, late of *Selbourn* in the county of *Southampton*, eſquire, deceaſed, by his laſt will and teſtament, in writing, bearing date on or about the 10th day of *Auguſt* in the year 17—, gave and deviſed unto his executors thereinafter named, their heirs, executors, adminiſtrators, and aſſigns, all the reſt of his eſtate, both real and perſonal, after payment of his debts and the legacies given thereby, upon truſt, to employ, beſtow, and diſpoſe, of the ſame, to and for the only uſe and benefit of his ſeven younger children, in equal ſhares, as near as might be, taking into the account what he had advanced to any of them in their education, or otherwiſe, and appointed his four ſons, *Gilbert Whig*, *Thomas Whig*, *Benjamin Whig*, and *Henry Whig*, and his, the ſaid teſtator's daughter, *Rebecca Whig* ſo long as ſhe continued unmarried, executors of his ſaid will, which hath been ſince duly proved in the proper eccleſiaſtical court, by the ſaid *Thomas*, *Benjamin*, and

A will recited, whereby the teſtator gave the reſidue of his perſonal eſtate unto his executors, upon truſt, for ſeven younger children.

and *Henry Whig*, three of the ſaid executors: *And whereas* the ſaid *Francis Whig*, one of the younger children of the ſaid *John Whig*, is ſince dead, and by his laſt will and teſtament in writing, bearing date on or about the third day of *September* in the year 17—, gave to his wife the ſaid *Suſannah Whig*, party hereto, and her brother *Francis Bull*, their heirs, executors, and adminiſtrators, all his ſhare and proportion of, and in all the eſtate and effects whatſoever, which he was any ways intitled to by virtue of and under the will of his late father, *John Whig*, eſquire, deceaſed, or which he was any other ways intitled to have and receive out of his ſaid father's eſtate, in truſt, to place the ſame in government or other ſecurities, and directed his ſaid wife ſhould receive the intereſt thereof for her life, and apply the ſame for and towards her maintenance, and the maintenance and education of his children by her, in equal ſhares, and after her deceaſe, that the ſaid principal money ſhould be paid to his child or children by her in equal ſhares, at their reſpective ages of twenty-one years; but if all ſuch children ſhould happen to die before any of them ſhould attain the ſaid age, then the ſaid *Francis Whig* gave the whole of the ſaid principal money to his ſaid wife, her executors, adminiſtrators, and aſſigns to be at her and their own diſpoſal, and appointed his ſaid wife, and the ſaid *Francis Bull* executrixes of his ſaid will, and they have duly

One of the children died, having made a will whereby he gave unto executors all his ſhare, under his father's will, upon truſt, to place the ſame in the funds for the benefit of his children;

and in caſe of the childrens death, for his wife.

duly proved the ſame in the proper eccleſiaſtical court. *And whereas* the ſaid *Francis* had iſſue by his ſaid wife a daughter and only child born a few days before his deceaſe who is ſince dead; *And whereas* the ſaid *John Whig* in his life-time advanced ſeveral ſums of money to each of his children towards their preferment in the world and particularly the ſum of four hundred and eighty-eight pounds, fourteen ſhillings and three pence to his ſon the ſaid *Francis Whig*. *And whereas* the ſaid *Francis Whig* in his life-time, and the ſaid *Suſannah Whig* ſince his deceaſe, have had and received of the executors of the ſaid *John Whig* ſeveral ſums of money amounting together to the ſum of one hundred and thirty-five pounds, eleven ſhillings in part of the ſaid *Francis Whig*'s ſhare of his late father's eſtate. *And whereas* part of the eſtate of the ſaid *John Whig* cannot ſoon be got in, and therefore the ſaid *Suſannah Whig* hath agreed with the executors of the ſaid *John Whig* to take and accept the ſum of two hundred pounds over and beſides the ſaid ſum of one hundred and thirty-five pounds eleven ſhillings already received by her and her late huſband as aforeſaid, in full of all claims, and demands out of the ſaid eſtate of the ſaid *John Whig* deceaſed. NOW THEREFORE WITNESS theſe preſents, that as well for and in conſideration of the ſaid ſum of one hundred and thirty-five pounds and eleven ſhillings ſo received

No children.

What monies the children reſpectively received.

Part of the father's eſtate cannot be got in and the widow hath agreed to accept a ſum of money from the executors in diſcharge of all claims.

The conſideration.

received by the ſaid *Francis Whig* and *Suſannah* his widow as aforeſaid, the payment whereof, ſhe the ſaid *Suſannah Whig* doth hereby acknowledge, as alſo for and in conſideration of the ſum of two hundred pounds of lawful money of *Great Britain*, to her the ſaid *Suſannah Whig* in hand paid by the ſaid *Thomas Whig*, *Benjamin Whig*, and *Henry Whig* the acting executors of the ſaid *John Whig* at and before the ſealing and delivery of theſe preſents in full ſatisfaction and diſcharge of and for the part and ſhare of the eſtate and effects of the ſaid *John Whig* deviſed by his ſaid will to her late huſband the ſaid *Francis Whig* as aforeſaid, the receipt whereof ſhe the ſaid *Suſannah Whig*, doth hereby acknowledge, and thereof acquit releaſe, and for ever diſcharge the ſaid executors, and alſo the eſtate of the ſaid *John Whig* ſhe the ſaid *Suſannah Whig*, hath remiſed, releaſed, and for ever quit claimed, and by theſe preſents, doth fully and abſolutely remiſe, releaſe, and for ever quit claim unto the ſaid *Thomas Whig*, *Benjamin Whig*, and *Henry Whig*, their heirs, executors, and adminiſtrators, all and all manner of action and actions, cauſe and cauſes of action, ſuits, bills, bonds, writings obligatory, notes, accounts, reckonings, legacies, ſum and ſums of money, claims and demands, whatſoever, which ſhe the ſaid *Suſannah Whig* now hath, or her heirs, executors, or adminiſtrators, can or may have or claim againſt the ſaid

The releaſe.

ſaid *Thomas Whig*, *Benjamin Whig*, and *Henry Whig*, or any of them, their or any of their heirs, executors, or adminiſtrators, or the repreſentatives of the ſaid *John Whig*, deceaſed, from or out of his eſtate and effects, for or by reaſon or means of any deviſe or bequeſt in the will of the ſaid *John Whig* to or in favour of his ſon the ſaid *Francis Whig*, deceaſed, or for or by reaſon or means of any matter or thing whatſoever, touching or concerning, or in any wiſe relating to the ſaid will, or the eſtate and effects of the ſaid *John Whig*, deceaſed, or on any other account whatſoever, from the beginning of the world to the day of the date of theſe preſents. In witneſs whereof the ſaid *Suſannah Whig* hath hereunto ſet her hand and ſeal this ——— day of ———in the ——— year of the reign of our ſovereign lord *George* the third, by, *&c.* and in the year of our Lord 17—.

I approve of this draft.

Wm. Rivet.

A Con-

A Conveyance in Fee, by Leaſe and Releaſe, from an Heir at Law to a Deviſe, in order to confirm a defective Deviſe. No. VIII.

THIS INDENTURE made, *&c.* between *James Rich*, of the Pariſh of *Egham*, in the County of *Surry*, Gent. grandſon and heir of *Joſeph Rich*, late Citizen and Apothecary, of London, deceaſed, of the one part, and *Elizabeth Rich*, of *Egham* aforeſaid, Spinſter, grand-daughter of the ſaid *Joſeph Rich*, and ſiſter of the ſaid *James Rich*, of the other part. WHEREAS by indentures of leaſe and releaſe, the leaſe bearing date the 3d, and the releaſe the 4th day of *Auguſt* 17—, the releaſe being tripartite, and made between the ſaid *Joſeph Rich* and *Elizabeth* his wife (ſince deceaſed), of the firſt part, *William Smith* of *Allresford*, in the County of *Southampton*, Gent. and *James Rich*, ſen. Citizen and Ironmonger of *London*, of the ſecond part, and *Thomas Harris*, Citizen and Soapmaker of *London*, and *James Rich*, jun. Citizen and Ironmonger of *London*, of the third part: The ſaid *Joſeph Rich*, as well in purſuance of certain articles of agreement, tripartite, bearing date the 4th day of *February* 1698, made previous to his marriage with the ſaid *Elizabeth* his wife, between the ſaid *Joſeph Rich*, of the firſt part; the ſaid *Elizabeth* his wife, by

Conveyance by leaſe and releaſe,

her then name of *Elizabeth Harris*, of the ſecond part; and the ſaid *William Smith* and *James Rich*, ſen. of the third part, and for other the conſiderations therein mentioned, did grant, bargain, ſell, releaſe and confirm, unto the ſaid *Thomas Harris* and *James Rich*, jun. their heirs and aſſigns, all that the manor or lordſhip, or reputed manor or lordſhip of———in the pariſh of———aforeſaid; and all that capital meſſuage or tenement, in the pariſh of ———aforeſaid, theretofore in the occupation of *John Fabian* the elder, called by the name of ———. with the appurtenances; and alſo all thoſe fifteen cloſes or parcels of land to the ſaid meſſuage or tenement belonging, and therein particularly mentioned, containing together by eſtimation 110 acres, or thereabouts; and which ſaid cloſes, or parcels of land, lye together, and extend to and abut upon *Windſor Park* Pales on the Weſt, the great road to *Bagſhot* on the Eaſt, the common called *Dean Heath* on the South, and the common called——— *Heath* on the North; and which ſaid premiſſes were purchaſed by the ſaid *Joſeph Rich* of *Frances Ditt*, widow for 720l. to hold unto the ſaid *Thomas Harris* and *James Rich*, jun. and their heirs for ever, upon the truſts therein and hereinafter declared thereof (that is to ſay), To the uſe of the ſaid *William Smith* and *James Rich*, ſen. their executors, adminiſtrators and aſſigns, for the term of five hundred years from the date thereof,

to truſtees for 500 years,

thereof, without impeachment of waſte, upon the truſts herein after declared thereof, and after the expiration or other ſooner determination of the ſaid term, to the uſe of the ſaid *Joſeph Rich* and *Elizabeth* his wife, for their lives, remainder to the heirs of the body of the ſaid *Joſeph Rich* on the body of the ſaid *Elizabeth* his wife, lawfully begotten, and to be begotten, with remainder to the right heirs of the ſaid *Joſeph Rich* for ever. And it is thereby declared, that the ſaid term of five hundred years was ſo limited to the ſaid *William Smith* and *James Rich*, ſen. upon truſt, immediately after the deceaſe of the ſaid *Joſeph Rich*, to raiſe and levy, by ſale of the timber trees then growing upon the ſaid premiſſes, and fit to be felled, or by mortgage of the ſaid premiſſes, or a competent part thereof, any ſum of money not exceeding in the whole one hundred and twenty pounds, and diſpoſe of the ſame to ſuch perſons as the ſaid *Joſeph Rich* ſhould, by his laſt will and teſtament, or any other writing, atteſted by two or more witneſſes, appoint; and for want of ſuch appointment, to the uſe of his executors or adminiſtrators, for as much as he had laid out in purchaſing the ſaid premiſſes one hundred and twenty pounds more than by the ſaid articles made on his marriage with the ſaid *Elizabeth* his wife he was obliged to do, as by the ſaid recited indentures of leaſe and releaſe, relation being thereto had, may appear. *And whereas*,

and after the determination of the term to the uſe of the grantor and wife for their lives.

Remainder to the heirs of their bodies in tail general.

Remainder to the right heirs of the huſband.

The term declared to be limited to raiſe a ſum of money, to be diſpoſed of by the appointment of the huſband, and for default of ſuch appointment, the money to go to his executors or adminiſtrators.

The huſband's will recited, whereby he gave to his grandſon one freehold eſtate,

the ſaid *Joſeph Rich*, by his laſt will and teſtament in writing duly executed, bearing date the 15th day of *September*, 17—, did give and bequeath unto his grandſon *, *James Rich*, party hereto, all his manor of ——— in the pariſh of ——— aforeſaid, together with all his freehold lands adjoining, without any deduction, and

to his grand-daughter the eſtate hereby conveyed.

gave to his grand daughter, the ſaid *Elizabeth Rich*, party hereto, all that his freehold eſtate and houſe in *B——ſtreet*, in the pariſh of *Saint Martin in the Fields*, then leaſed out to the Rev. Dr. *William Geekie*, being the premiſſes herein after mentioned, to be hereby granted and confirmed, and gave the reſidue of his eſtate to his daughter in law *Mary Rich*, mother of the ſaid *James* and *Elizabeth Rich*, but after her to be divided between the ſaid *James* and *Elizabeth Rich*, and appointed the ſaid *Margaret Rich* ſole executrix thereof, as by the ſame will duly proved by the ſaid executrix in the Prerogative Court of Canterbury (relation being thereto had) may appear. *And whereas* the ſaid parties to theſe preſents being fully ſatisfied that the ſaid teſtator intended by his will to give the ſaid houſe in *B———ſtreet*, to the ſaid *Elizabeth Rich* in Fee Simple, and to give the ſaid one hundred and twenty pounds charged upon the ſaid premiſſes at *D———*

The reſidue of his perſonal eſtate he gave to his daughter in law, but after her to be divided between her grandſon and grand-daughter,

She is intitled to the 120*l.* *W. R.*

and appointed his daughter in law executrix.

The parties being ſatisfied that the teſtator meant to give an eſtate in fee ſimple to his grand-daughter, and

* He takes in tail under the ſettlement, and the remainder in fee is deviſed over.

by

by the ſaid indenture of releaſe, to the ſaid *James Rich* abſolutely, that the ſame might ſink in the eſtate, although not properly expreſſed therein; they the ſaid parties have mutually agreed to carry the ſaid teſtator's intentions into execution. *Now therefore this Indenture witneſſeth*, That for veſting the premiſſes herein after mentioned to be bargained and ſold in the ſaid *Elizabeth Rich* and her heirs, purſuant to the ſaid teſtator's intentions; *and for and in conſideration that the ſaid* Elizabeth Rich *hath by deed — poll, bearing even date herewith, releaſed to the ſaid* James Rich *the moiety or half part of the ſaid ſum of one hundred and twenty pounds charged by the ſaid recited indenture of releaſe upon the premiſſes at —— as aforeſaid, which ſhe will be entitled to under the ſaid teſtator's will after the deceaſe of her mother the aforeſaid* Mary Rich, and for and in conſideration of the ſum of five ſhillings of lawful money of *Great Britain*, to the ſaid *James Rich* in hand, paid by the ſaid *Elizabeth Rich* at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged; He the ſaid *James Rich* hath granted, bargained, ſold, releaſed and confirmed; and by theſe preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Elizabeth Rich*, (in her actual poſſeſſion now being by virtue of the ſaid recited will) her heirs and aſſigns, all that meſſuage or tenement, ſituate, ſtanding and being on the Weſt ſide of

to give the money charged upon his other eſtate to his grandſon abſolutely, that it might ſink in the eſtate, have agreed to carry the teſtator's intent into execution.

for veſting the premiſſes in the grand-daughter,

and other conſiderations.

This releaſe will not make his eſtate an abſolute fee, the laſt remainder being deviſed from him,

The Conveyance.

B———*ſtreet, York Buildings*, in the pariſh of *Saint Martin in the Fields*, in the county of *Middleſex*, being the fifth houſe from *Duke-ſtreet*, Southward; and alſo all that additional building adjoining to the back part of the ſaid meſſuage or tenement, part of which ſaid building is two ſtories, and the other part three ſtories high, and is covered with lead, and railed round at the top of each of the ſaid ſtories, together with the yard behind the ſame, with the vaults under the ſaid yard, and one other vault under part of the ſaid ſtreet, which ſaid meſſuage or tenement, yard and premiſſes doth abut North upon a meſſuage now in the tenure or occupation of ——— *Murray*, ſtaymaker, South, on a meſſuage or tenement now in the tenure or occupation of Mr. *Alexander Steward*, wine-merchant, and Weſt on a meſſuage or tenement now in the tenure or occupation of Capt. *Inſon*, and were heretofore in the tenure or occupation of *William Geekie*, Dr. of Divinity, afterwards of Colonel *Whitmore*, and now are in the tenure or occupation of *Chriſtopher Doyly*, Eſq. his undertenants or aſſigns, together alſo with the free uſe and liberty of the terrace walk and water gate, next the river of *Thames*, to be uſed in common with the reſt of the inhabitants there, who contribute towards repairing and amending the ſame, and all cellars, rooms, chambers, yards, lights, eaſements, ways, paſſages, watercourſes, profits, commodities and appurtenances whatſoever to the ſaid meſſuage

General words.

or

or tenement, yard and premiſſes belonging, or in any wiſe appertaining; and the reverſion and reverſions, remainder and remainders of all and ſingular the ſaid premiſſes, and all the eſtate, right, title, intereſt, uſe, truſt, property, benefit, claim and demand whatſoever, legal and equitable of him the ſaid *James Rich*, of, in and to the ſaid premiſſes, and every part and parcel thereof TO HAVE AND TO HOLD the ſaid meſſuage or tenement, yard and premiſſes hereby granted, releaſed and confirmed, or meant, mentioned, or intended ſo to be, with their and every of their appurtenances, unto the ſaid *Elizabeth Rich* and her heirs, to the only proper uſe and behoof of her the ſaid *Elizabeth Rich*, her heirs and aſſigns for ever. IN WITNESS, &c. Habendum.

I approve of this draft,
WM. RIVET.

A Conveyance of Freehold Premiſſes from a Mortgagor, a Mortgagee, and a Perſon formerly intitled to the Inheritance, by Deeds of Leaſe and Releaſe.

No. IX.

THIS INDENTURE QUADRIPARTITE made, *&c.* between *George Brown* of the Pariſh of *St. Benedict*, commonly called *St. Bennet Fink*, London, broker, of the firſt part, *Samuel Tuck* of the Pariſh of *St. Giles, Cripplegate*,

London, Esq. of the second part; *William Wyndham*, of ———, the only surviving son and heir of *William Wyndham*, late of *Goodman's Fields*, in the County of *Middlesex*, mariner, deceased, and *Mercie*, the wife of the said *William Wyndham*, and daughter of the said *Samuel Tuck*, of the third part; and *John Cock*, of the Royal Hospital at *Greenwich*, in the county of *Kent*, ———, of the fourth part. *Whereas* by indentures of lease and release, bearing date respectively the 17th and 18th days of *March* last past before the date hereof, the release being tripartite, and made, or mentioned to be made, between *Frances Batt*, of *Horsleydown*, in the county of *Surry*, widow and executrix named in the last will and testament of *Henry Batt*, late of *London*, merchant, deceased, and *Henry Batt*, of *London*, merchant, only son and heir at law of the said *Henry Batt*, deceased, by the said *Frances* his wife, and executor, named in the said will of his said late father of the first part, the said *Samuel Tuck* of the second part, and the said *George Brown* of the third part, in consideration of the sum of six hundred pounds to the said *Henry Batt*, party thereto, in hand paid by the said *George Brown*, with the consent of the said *Frances Batt*, and at the request and by the direction and appointment of the said *Samuel Tuck* (testified as therein mentioned) in full of all principal money, interest and costs due, owing or payable,

A Conveyance from the representatives of a mortgagee at the request of the mortgagor, by deed of lease and release to a party hereto,

on

on a mortgage in fee then before made by the ſaid *William Wyndham* to the ſaid *Henry Batt*, deceaſed, of the premiſſes herein after mentioned, for ſecuring the principal ſum of ſix hundred pounds and intereſt, and for other the conſiderations therein mentioned, they the ſaid *Frances Batt* and *Henry Batt*, party thereto, did, at the requeſt, and by the direction and appointment of the ſaid *Samuel Tuck*, teſtified as aforeſaid, grant, releaſe, and convey, and the ſaid *Samuel Tuck* did ratify and confirm unto the ſaid *George Brown* the meſſuages or tenements and hereditaments herein after mentioned, to be hereby granted and releaſed, TO HOLD the ſame unto and to the uſe of the ſaid *George Brown*, his heirs and aſſigns for ever; ſubject nevertheleſs to ſuch redemption by the ſaid *Samuel Tuck* as was mentioned and contained in a certain indenture of defeazance, bearing even date with the ſaid indenture of releaſe, and made between the ſaid *George Brown* of the one part, and the ſaid *Samuel Tuck* of the other part. *And whereas* by the ſaid indenture of defeazance it is declared and agreed by and between the ſaid parties thereto, and the ſaid *George Brown* did thereby covenant, promiſe and agree, with the ſaid *Samuel Tuck*, that the ſaid premiſſes were ſo conveyed to him upon truſt within three months then next, to ſell and diſpoſe thereof, together or in parcels, by public cant or auction for the beſt price that could be reaſonably gotten

ſubject to the redemption mentioned in an indenture of defeazance.

The indenture of defeazance recited, whereby it is declared that the premiſſes were ſo conveyed upon truſt to be ſold by public auction, that the grantee might deduct out of the purchaſe money the ſum of 600l. and coſts, and pay the ſurplus over to the party intitled to redeem.

gotten for the ſame, and to convey the ſaid premiſſes to the reſpective purchaſers thereof, on payment of the monies for which the ſame ſhould be ſeverally ſold; and then upon truſt, that he the ſaid *George Brown* ſhould retain and deduct out of the ſaid purchaſe monies the ſaid principal ſum of ſix hundred pounds, with lawful intereſt for the ſame, from the day of the date thereof, together with the ſum of fifty pounds for his commiſſion or brokerage in ſelling and diſpoſing of the ſaid premiſſes, and for his charges in printing advertiſements and catalogues, conditions of ſale, and other expences relating to the ſaid ſale or auction; and after retaining or deducting ſuch ſeveral ſums of money as aforeſaid, ſhould refund and pay back all the overplus monies (if any) ariſing by the ſaid ſale unto the ſaid *Samuel Tuck*, as by the ſaid recited indentures (relation being thereto reſpectively had) may appear. *And whereas* the ſaid *George Brown* cauſed public notice to be given for the ſale of the ſaid premiſſes by auction on the 31ſt day of *May* laſt, when the ſaid *John Cock*, party hereto, appeared to be the higheſt bidder for the ſaid premiſſes, and was accordingly declared the purchaſer thereof, at and for the price of ſix hundred and ſixty pounds, no one offering to give more for the ſame. *And whereas* the ſaid *William Wyndham*, party hereto, hath, at the requeſt of the ſaid *Samuel Tuck*, agreed to join in the conveyance of the ſaid

The premiſſes ſold by auction.

A perſon formerly intitled to the eſtate hath agreed to join in the Conveyance.

ſaid premiſſes which were heretofore his eſtate and inheritance, for the better aſſuring the ſame unto the ſaid *John Cock* and his heirs. Now THIS INDENTURE WITNESSETH, that for and in conſideration of the ſum of ſix hundred and ſixty pounds of lawful money of *Great Britain*, by the ſaid *John Cock* to the ſaid *George Brown* in hand, at or before the ſealing and delivery of theſe preſents well and truly paid, by and with the privity, conſent, and direction, of the ſaid *Samuel Tuck* and *William Wyndham* (teſtified by their being parties to, and ſealing and delivering theſe preſents) the receipt of which ſaid ſum of ſix hundred and ſixty pounds, being the full conſideration for the abſolute purchaſe of the inheritance in fee ſimple of the piece or parcel of ground, meſſuages or tenements, and hereditaments herein after mentioned to be hereby releaſed, he the ſaid *George Brown* doth hereby acknowledge and thereof, and of and from every part thereof, doth acquit, releaſe, and for ever diſcharge, the ſaid *John Cock*, his heirs, executors and adminiſtrators, for ever by theſe preſents; and for and in conſideration of the ſum of five ſhillings a piece, of like lawful money, by the ſaid *John Cock* to the ſaid *Samuel Tuck* and *William Wyndham* reſpectively in hand, at or before the ſealing and delivery of theſe preſents alſo paid, the receipt whereof they do hereby reſpectively acknowledge He the ſaid *George Brown*, at the requeſt and by the direction

The Conſideration.

and

and appointment of the ſaid *Samuel Tuck* and *William Wyndham* (teſtified as aforeſaid) hath granted, bargained, ſold, aliened, releaſed and confirmed; and the ſaid *Samuel Tuck* and *William Wyndham* have, and each of them hath granted, ratified and confirmed, and by theſe preſents the ſaid *George Brown* doth grant, bargain, ſell, alien, releaſe and confirm; and the ſaid *Samuel Tuck* and *William Wyndham* do, and each of them doth, grant, ratify and confirm unto the ſaid *John Cock* (in his actual poſſeſſion now being, by virtue of a bargain and ſale to him thereof made by the ſaid *George Brown* and *Samuel Tuck* for five ſhillings conſideration, by indenture bearing date the day next before the day of the date of theſe preſents for one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute for transferring uſes into poſſeſſion) his heirs and aſſigns ALL that piece or parcel of ground, ſituate, lying and being in *Eaſt Greenwich* aforeſaid, through which runs from Eaſt to Weſt the ſtreet or lane called *Brewhouſe-lane*, and from North to South the ſtreet or court called *Cumber-court*, abutting North on the river of *Thames*, Weſt on *Billingſgate Dock*, South partly on houſes belonging to —— *Rogers*, and partly on the ſtreet or road leading to *Billingſgate Dock* aforeſaid, and Eaſt partly on a yard and ſtables belonging to the ſaid *John Cock*, now in the

The Conveyance.

Poſſeſſion transferred.

The parcels.

the poſſeſſion of ——— *Field*, and partly on ground and premiſſes in the poſſeſſion of *Andrew Johnſon*, and all thoſe twenty-two meſſuages or tenements, and three ſheds, ſtanding and being on the ſaid piece or parcel of ground, eighteen of which ſaid meſſuages or tenements now are, or late were, in the ſeveral tenures or occupations of *John Lever*, *James Kittlin*, *Joſeph Goldſmith*, *Joſeph Ball*, ——— *Leach*, *William Dann*, *James Franklin*, *Richard Morris*, *William Mc Gill*, *William Brading*, *George Smith*, *Matthew Beach*, *John Pay*, *John Williams*, *Robert Kelly*, *Henry Oſtraw*, *Mary Fryer*, and *Gelder Stebbins*, and the other four are now empty, and the ſaid ſheds are now in the ſeveral tenures or occupations of *Joſeph Goldſmith*, *Andrew Johnſon*, and *Samuel Terry*, which ſaid piece or parcel of ground, meſſuages or tenements, ſheds, hereditaments, and premiſſes, were formerly purchaſed by the ſaid *William Wyndham*, deceaſed, of and from *John Wood* and *Ann* his wife, and *Robert Davids*, and were by the ſaid *William Wyndham* ſold and conveyed to the ſaid *Samuel Tuck*, ſubject to the ſaid mortgage of the ſaid *Henry Batt*, deceaſed. And all other the meſſuages or tenements, ground hereditaments, and premiſſes, whatſoever, which by the ſaid recited indentures of leaſe and releaſe were mentioned or intended to be granted and conveyed unto and to the uſe of the ſaid *George Brown*, and his heirs as aforeſaid; and all houſes, outhouſes, ſheds, buildings, yards, General words,

yards, gardens, ways, paths, paſſages, waters, water-courſes, pumps, ſinks, privies, pails, fences, lights, caſements, profits, commodities, hereditaments, and appurtenances whatſoever, to the ſaid piece or parcel of ground, meſſuages, or tenements, and premiſſes, mentioned to be hereby granted and releaſed, or any of them belonging or in any wiſe appertaining or, to, or with the ſame, now or at any time heretofore uſed, held, occupied, or enjoyed, or accepted, reputed, taken, or known, as part, parcel, or member thereof, or appurtenant thereunto; and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits of all and ſingular the ſaid premiſſes, and of every part and parcel thereof; and all the eſtate, right, title, intereſt, uſe, truſt, claim, and demand whatſoever, of them the ſaid *George Brown*, *Samuel Tuck*, and *William Wyndham*, any or either of them, of, in, and to the ſame premiſſes, every or any part or parcel thereof; and alſo all deeds, writings, evidences, eſcripts, and muniments, touching or in any wiſe concerning the ſaid premiſſes, or any part thereof, which the ſaid *George Brown*, *Samuel Tuck*, and *William Wyndham*, or any or either of them now have, or hath, in their or any or either of their cuſtody, power, or poſſeſſion, or may or can come by, without ſuit at law or in equity TO HAVE

Habendum. AND TO HOLD the ſaid piece or parcel of ground, meſſuages, or tenements, ſheds, hereditaments, and premiſſes, mentioned to be hereby granted

and

and releaſed, with their and every of their rights, members, and appurtenances, unto the ſaid *John Cock*, his heirs and aſſigns, to the only proper uſe and behoof of the ſaid *John Cock*, his heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever; *And for* extinguiſhing the dower and title to dower of the ſaid *Mercie*, the wife of the ſaid *William Wyndham*, of, in, or to the ſaid premiſſes mentioned, to be hereby granted and releaſed, and *for the better and more effectual conveying* and aſſuring the ſame unto, and to the uſe of the ſaid *John Cock* and his heirs, the ſaid *William Wyndham*, for himſelf, his heirs, executors and adminiſtrators; and for the ſaid *Mercie*, his wife doth hereby covenant and agree to and with the ſaid *John Cock* and his heirs, that they the ſaid *William Wyndham*, and *Mercie* his wife, ſhall and will at the proper coſts and charges of the ſaid *Samuel Tuck*, his heirs or aſſigns, as of Trinity term laſt paſt, Michaelmas term next, or of ſome other ſubſequent term, in due form of law acknowledge and levy before the Juſtices of of his Majeſty's Court of Common Pleas at *Weſtminſter*, unto the ſaid *John Cock* and his heirs, one fine *Sur conuſans de Droit comeces*, &c. to be engroſſed, recorded, and ſued forth with proclamations according to the form of the ſtatute in that caſe made and provided, and the common courſe of fines with proclamations, for aſſurance of lands, in ſuch caſes uſed, of all and ſingular the ſaid premiſſes mentioned to be hereby granted.

Covenant to levy a fine.

and

and releaſed, with their appurtenances, by ſuch deſcriptions as will effectually comprize the ſame, and ſhall be thought fit and convenient; and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that as well the ſaid fine ſo as aforeſaid, or in any other manner to be had and levied, as alſo all and every other fine and fines, common recovery and recoveries, conveyances and aſſurances, already had, made, levied, ſuffered, or executed, or hereafter to be had, made, levied, ſuffered, or executed, of the ſaid premiſſes, or any part thereof, ſhall from and after the perfecting thereof be and enure, and ſhall be conſtrued, deemed, adjudged, and taken, to be and enure, and is and are hereby declared to have been at the time of the making, levying, ſuffering, and executing thereof, meant and intended to be and enure, to the uſe and behoof of the ſaid *John Cock*, his heirs and aſſigns, and to and for no other uſe, intent, or purpoſe whatſoever. And the ſaid *George Brown* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid *John Cock*, his heirs and aſſigns, that he the ſaid *George Brown* hath not any time heretofore made, done, committed, or wittingly or willingly ſuffered any act, matter, or thing, whatſoever, whereby, or by means whereof, the ſaid piece or parcel of ground, meſſuages, or tenements, hereditaments, and premiſſes, mentioned to be hereby releaſed,

The uſes thereof declared.

Covenant from the grantee in the firſt recited deed, that he has done no act to incumber.

or any part thereof, are, is, or may be impeached or incumbered, in title, charge, eſtate, or otherwiſe howſoever: *And* the ſaid *Samuel Tuck*, for himſelf, his heirs, executors, and adminiſtrators, doth covenant, promiſe, and grant to and with the ſaid *John Cock*, his heirs and aſſigns, by theſe preſents, in the manner following, (that is to ſay) that (for and notwithſtanding any act, matter, or thing, by him the ſaid *Samuel Tuck* heretofore done, or wittingly or willingly ſuffered to the contrary), they the ſaid *Samuel Tuck*, *George Brown*, and *William Wyndham*, ſome or one of them, are or is lawfully and rightfully ſeized of the ſaid piece or parcel of ground, meſſuages, or tenements, hereditaments, and premiſſes, herein before mentioned to be hereby granted and releaſed, with their and every of their appurtenances of a good, ſure, lawful, abſolute, and indefeazable eſtate of inheritance, in fee ſimple, without any manner of condition, contingent proviſoe, power of limitation, of new or other uſe or uſes; or any other reſtraint, matter, or thing, whatſoever, to alter, change, charge, defeat, revoke, make void, or determine the ſame: *And alſo* that (for and notwithſtanding any ſuch act, matter, or thing, as aforeſaid) they the ſaid *Samuel Tuck*, *George Brown*, and *William Wyndham*, ſome or one of them, now have or hath in themſelves or himſelf, good right, full power, and lawful and abſolute authority to grant, releaſe, and convey, all and ſingular the

Covenant that the granting parties are ſeized.

Have right to convey.

premiſſes mentioned to be hereby granted and releaſed, with their appurtenances unto, and to the uſe of the ſaid *John Cock*, his heirs, and aſſigns, in the manner aforeſaid: *And further*, that it ſhall and may be lawful to and for the ſaid *John Cock*, his heirs and aſſigns, from time to time, and at all times hereafter, peaceably and quietly to have, hold, occupy, poſſeſs, and enjoy the ſaid piece or parcel of ground, meſſuages, or tenements, hereditaments, and premiſſes, hereinbefore mentioned, to be hereby granted and releaſed, and every part and parcel thereof, with their and every of their appurtenances; and to receive and take the rents, iſſues, and profits thereof to and for his and their own uſe and benefit, without any let, ſuit, hindrance, interruption, or denial whatſoever of or by the ſaid *Samuel Tuck*, his heirs or aſſigns; or of or by any other perſon or perſons lawfully claiming, or who ſhall or may claim any eſtate, right, title, truſt, or intereſt, of, in, to, or out of the ſame premiſſes or any part thereof, by, from, under, or in truſt for him: *And* that free and clear, and freely and clearly, acquitted, freed and diſcharged, or otherwiſe, by the ſaid *Samuel Tuck*, his heirs, executors, and adminiſtrators, well and ſufficiently ſaved, kept harmleſs, and indemnified of, from, and againſt all, and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers, uſes, intails, rent, ar, rears of rent, ſtatutes, judgments, recognizances, titles,

Covenant for peaceable enjoyment.

Free from incumbrances.

titles, charges, and incumbrances whatſoever, had made, done, committed, or ſuffered by the ſaid *Samuel Tuck*, (other than and except the yearly fee-farm rent of one ſhilling from henceforth to be iſſuing and payable out of the aforeſaid premiſſes or ſome part thereof:) *And laſtly*, that he the ſaid *Samuel Tuck*, and his heirs, and all and every other perſon and perſons having or lawfully claiming, or that ſhall or may have or lawfully claim any eſtate, right, title, truſt, or intereſt of, in, to, or out of the ſaid piece or parcel of ground, meſſuages, or tenements, hereditaments and premiſſes herein before-mentioned to be hereby granted and releaſed, or any part or parcel thereof, by, from, under, or in truſt for him, ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſts and charges in the law of the ſaid *John Cock*, his heirs and aſſigns, make, do acknowledge, levy, ſuffer, and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered, and executed, all and every ſuch further and other lawful and reaſonable acts, deeds, conveyances, and aſſurances in the law whatſoever, be the ſame by fine or fines common recovery or recoveries, deed or deeds, inrolled or not inrolled, or otherwiſe howſoever, for the further, better, more perfect and abſolute granting, conveying, and aſſuring the ſaid piece or parcel of ground, meſſuages or tenements, hereditaments and premiſſes, mentioned

Covenant for further aſſurances.

to be hereby granted and releaſed with their and every of their appurtenances, unto and to the uſe of the ſaid *John Cock*, his heirs and aſſigns for ever, as by the ſaid *John Cock*, his heirs or aſſigns, or his or their council, learned in the law, ſhall be reaſonably deviſed or adviſed, and required; ſo as ſuch further aſſurances, or any of them do not contain any covenants or warranty, but only againſt the perſon or perſons required to make the ſame, his and their own heirs, acts and deeds; and ſo as the perſon or perſons required to make and execute the ſame, be not compellable to travel from the place of their reſpective abodes for the doing thereof. IN WITNESS, &c.

I have peruſed and approve this draft,

W. FOGG, Middle Temple.

No. X. *A Conveyance of a Freehold Eſtate to a Purchaſer, by Leaſe and Releaſe, wherein the Mortgagees and Truſtees appointed by a former Deed to ſell the Premiſſes, as well as the Mortgagor joined; and an Aſſignment of a Term to a Truſtee.*

THIS INDENTURE of Six Parts, made the Day of *April*, in the 17th year, &c. and in the year of our Lord 1777, between *Thomas Brown* of *Camp Place*, in the county of *Hertford*, Eſq. and *Charles Lace* of *Potter*, in the county of *Hertford*, Eſq. of the

firſt

firſt part; *John Bux* of *Ruſh*, in the county of *Norfolk*, Eſq. and *William Wood* of *Eccles*, in the ſame county, Eſq. of the ſecond part; *John Med* of the city of *Dublin*, in the kingdom of *Ireland*, Eſq. of the third part; Sir *Henry Herbert* of ———, in the county of ———, baronet, of the fourth part; *William Brown* of ——— *Street*, ———, in the county of *Middleſex*, clerk, of the fifth part and Sir *William Dol* of ———, in the county of ———, Baronet, of the ſixth part. Whereas by indentures of leaſe and releaſe, bearing date reſpectively, the leaſe the 24th, and the releaſe the 26th days of *March*, in the year of our Lord 1770, and made, or mentioned to be made, between *Thomas Med*, Eſq. and the ſaid *John Med*, his only ſon and heir-apparent, of the one part, and *Reuben Dea* of the city of ———, merchant, of the other part, for the conſiderations therein mentioned they the ſaid *Thomas Med* and *John Med* did ſeverally grant, bargain, ſell, and releaſe, unto the ſaid *Reuben Dea*, his heirs and aſſigns, amongſt divers lands, tenements, and hereditaments, therein mentioned, the meſſuages or tenements, farm and lands, commonly called or known by the name of *Pant Gwin*, ſituate in the pariſh of *Lanhen*, otherwiſe *Lanhano*, in the county of *M*———, hereinafter mentioned and deſcribed, and intended to be hereby releaſed and conveyed with the appurtenances, TO HOLD unto and to the only uſe of

A mortgage recited.

the ſaid *Reuben Dea*, his heirs and aſſigns, but ſubject nevertheleſs to a proviſoe or condition in the ſaid indenture of releaſe, contained for making void the ſame, on payment by the ſaid *Thomas Med* and *John Med*, or either of them, their, or either of their heirs or aſſigns, unto the ſaid *Reuben Dea*, his executors, adminiſtrators, or aſſigns, of the ſum of nine thouſand pounds of lawful money of *Great Britain*, with intereſt for the ſame, after the rate and at the day and time therein for that purpoſe mentioned: *And whereas* by certain other indentures of leaſe and releaſe, bearing date reſpectively the 25th and 26th days of *December* 1771, made, or mentioned to be made between the ſaid *Thomas Med* and *John Med* of the one part, and the ſaid *Reuben Dea* of the other part, the ſaid indenture of releaſe reciting or taking notice of (amongſt other things) that the ſaid ſum of nine thouſand pounds then remained due, and that the ſaid *Thomas Med* and *John Med* having occaſion for the ſum of ſix thouſand pounds more, and the ſaid *Reuben Dea* having agreed to advance and lend them the ſame, it is thereupon witneſſed by the ſaid indenture of releaſe now in recital, that the ſaid *Thomas Med* and *John Med*, in conſideration of the ſum of ſix thouſand pounds to them paid by the ſaid *Reuben Dea*, did grant, bargain, ſell, releaſe, ratify, and confirm unto the ſaid *Reuben Dea* and his heirs, all and ſingular the ſaid hereditaments and premiſſes ſo conveyed or intended

A further mortgage recited.

tended to be conveyed to him by way of mortgage as aforeſaid, with their and every of their appurtenances, TO HOLD unto and to the only uſe of the ſaid *Reuben Dea*, his heirs and aſſigns, freed and diſcharged of and from the ſaid proviſoe or agreement, for redemption of the ſaid premiſſes; but ſubject to a proviſoe or condition for making the ſaid now reciting indentures of leaſe and releaſe, void on payment by the ſaid *Thomas Med* and *John Med*, or either of them, their, or either of their heirs or aſſigns, unto the ſaid *Reuben Dea*, his executors, adminiſtrators, or aſſigns, of the ſaid ſeveral ſums of nine thouſand pounds and ſix thouſand pounds, making together the ſum of fifteen thouſand pounds, with intereſt for the ſame, after the rate, and at the time therein mentioned and long ſince paſt: *And whereas* by other indentures of leaſe and releaſe, bearing date reſpectively the 16th and 17th days of *July* 1774, the releaſe being of five parts, and made or mentioned to be made between the ſaid *Thomas Med* and *John Med* of the firſt part; *Frances Med* and *Suſannah Med* of the ſecond part, ſingle-women, the only daughters of the ſaid *Thomas Med*; the ſaid *John Bux* and *William Wood*, of the third part; Sir *George Cole*, of the city of *London*, Baronet, and *John Smith* of the ſaid city of *Dublin*, Eſq. of the fourth part; and the Right Hon. *Edward Michael*, Lord Baron *Longford* and *Edward May* of the ſaid city of *Dublin*,

A conveyance to truſtees to ſell the Premiſſes, to diſcharge incumbrances recited.

Eſq. of the fifth part; for the conſiderations in the ſaid indenture of releaſe mentioned, they the ſaid *Thomas Med* and *John Med* did ſeverally grant, bargain, ſell and releaſe unto the ſaid *John Bux*, *William Wood*, and their heirs, amongſt and together with divers lands, tenements and hereditaments therein mentioned, all the ſaid ſeveral lands, tenements and hereditaments, and premiſſes conveyed, and releaſed unto the ſaid *Reuben Dea*, his heirs and aſſigns, by way of mortgage as aforeſaid, or intended ſo to be, with their and every of their appurtenances; and all the eſtate, right, title, intereſt, uſe, truſt, equity of redemption, claim and demand whatſoever of them the ſaid *Thomas Med* and *John Med* therein and thereto to hold unto and to the uſe of the ſaid *John Bux* and *William Wood*, their heirs and aſſigns, upon ſuch truſts, and to and for ſuch intents and purpoſes as are therein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, as to the ſaid hereditaments and premiſſes therein mentioned to be ſituate in the ſaid county of ————, then in mortgage to the ſaid *Reuben Dea*, his heirs and aſſigns in truſt, by public auction or private contract to ſell the ſame in the ſaid county of ———— for the higheſt and greateſt value that could be got for the ſame, and out of the money ariſing therefrom, in the firſt place to pay off and diſcharge the ſaid mortgage debt of nine thouſand pound and

intereſt

intereſt due thereon, and the remainder of the ſaid purchaſe-money to pay over unto the ſaid *John Med* the ſon, party thereto, his executors, adminiſtrators and aſſigns: *And whereas* by other indentures of leaſe and releaſe, bearing date reſpectively the 1ſt and 2d days of *January* 1777, indorſed on the ſaid indenture of releaſe of the 26th day of *December* 1771, the releaſe being of three parts, and made or mentioned to be made between the ſaid *Reuben Dea* of the firſt part, the ſaid *John Med* of the ſecond part, and the ſaid *Thomas Brown* and *Charles Lace* of the third part, reciting, that after the date of the ſaid mortgage for ſecuring the payment of the ſaid ſum of ſix thouſand pounds the ſaid *Reuben Dea* had lent and advanced unto the ſaid *John Med* the ſum of one thouſand one hundred and two pounds and eighteen ſhillings; and that the ſaid *Reuben Dea* had called in his money, and that there was due and owing to him for principal money and intereſt on the ſaid ſecurities the ſum of ſeventeen thouſand pounds, which he the ſaid *Thomas Brown* and *Charles Lace* had agreed to advance and pay; it is by the now reciting indenture of releaſe witneſſed, that for and in conſideration of the ſum of ſeventeen thouſand pounds by the ſaid *Thomas Brown* and *Charles Lace* (at the requeſt and by the direction of the ſaid *John Med*, teſtified as therein is mentioned) unto the ſaid *Reuben Dea*, paid in full of all principal money and

A transfer of the mortgages recited.

and intereſt due and owing to him on his ſaid ſeveral recited ſecurities, he the ſaid *Reuben Dea*, at the requeſt and by the direction of the ſaid *John Thomas Med*, teſtified as therein mentioned, did bargin, ſell, alien, releaſe, and confirm, unto the ſaid *Thomas Brown* and *Charles Lace*, their heirs and aſſigns, all and ſingular the ſaid hereditaments and premiſſes thereunto belonging or appertaining, and alſo all the eſtate, right, title, uſe, truſt, intereſt, property, claim and demand whatſoever, of the ſaid *Reuben Dea* and *John Med*, or either of them, of, in, to, or out of the ſame premiſſes, or any part thereof, to hold unto and to the only uſe of the ſaid *Thomas Brown* and *Charles Lace*, their heirs and aſſigns, freed and diſcharged of and from the ſaid proviſoes for redemption in the aforeſaid ſeveral recited indentures of mortgage contained, and all other proviſoes or agreements for redemption of the ſaid premiſſes, on payment by the ſaid *John Med*, his heirs or aſſigns, unto the ſaid *Thomas Brown* and *Charles Lace*, their heirs, executors, adminiſtrators or aſſigns, of the ſum of ſeventeen thouſand pounds of lawful money of *Great Britain*, with intereſt for the ſame, after the rate and on the day and time and in the manner in the ſame indenture mentioned, and which time is long ſince paſt; as in and by the ſaid ſeveral hereinbefore in part recited indentures, relation being thereunto reſpectively had, will more fully appear: *And whereas*

the

the ſaid *John Bux* and *William Wood*, in purſuance of the truſts repoſed in them by the ſaid in part recited indenture of releaſe of the 17th day of *July* 1774, put up the ſeveral eſtates therein comprized, and the equity of redemption which was thereby conveyed unto them as aforeſaid, to be ſold by auction, in divers lots, to the beſt bidders for the ſame reſpectively, and the ſaid Sir *Henry Herbert* having bid for the ſeveral hereditaments and premiſſes comprized in lot No. 9, (being the hereditaments and premiſſes hereinafter mentioned and deſcribed, and intended to be hereby bargained, ſold and releaſed, and part of the eſtates comprized in the ſaid ſeveral herein before recited indentures of mortgage) the ſum of ſeven hundred and fifty pounds; and no other perſon having bid more, he the ſaid Sir *Henry Herbert* became and was declared the beſt purchaſer thereof, at and for the ſaid price of ſeven hundred and fifty pounds: *And whereas* there is now due and owing unto the ſaid *Thomas Brown* and *Charles Lace* upon or by virtue of their ſaid ſeveral ſecurities, the ſaid principal ſum of ſeventeen thouſand pounds, and for the intereſt thereof, computed to the day of the date of theſe preſents the ſum of two hundred and thirty nine pounds and ten ſhillings, making together the ſum of ſeventeen thouſand two hundred and thirty-nine pounds ten ſhillings: *And whereas* it is agreed that the ſaid ſum of ſeven hundred and fifty pounds, the

The truſtees have ſold ſeveral of the eſtates under the recited deed and a party hereto hath purchaſed part.

17239l. 10s. due to the mortgagees.

It has been agreed that the purchaſe-money

of the releaſed premiſſes ſhall be paid to the mortgagees in part of the above ſum.

the purchaſe money, ſhall be paid by the ſaid Sir *Henry Herbert* unto the ſaid *Thomas Brown* and *Charles Lace*, in part, payment and ſatisfaction of the ſaid ſum of ſeventeen thouſand two hundred and thirty-nine pounds ten ſhillings, ſo due and owing to them as aforeſaid: NOW THIS INDENTURE WITNESSETH, That

The conſideration.

for and in conſideration of the ſum of ſeven hundred and fifty pounds of lawful money of *Great Britain*, by the ſaid Sir *Henry Herbert* unto the ſaid *Thomas Brown* and *Charles Lace* in hand well and truly paid, at and before the ſealing and delivery of theſe preſents, at the requeſt and by the direction and appointment as well of the ſaid *John Bux* and *William Wood*, as of the ſaid *John Med*, teſtified by their ſeverally executing theſe preſents, in part of the payment and ſatisfaction of the ſaid ſum of ſeventeen thouſand two hundred and thirty-nine pounds, and ten ſhillings, ſo due and owing to them the ſaid *Thomas Brown* and *Charles Lace* as aforeſaid, the receipt of which ſaid ſum of ſeven hundred and fifty pounds (being in full for the abſolute purchaſe of the inheritance in fee ſimple in poſſeſſion, free from all incumbrances of the meſſuage, tenement, farm and lands comprized in the ſaid lot (9), and herein after bargained, ſold, (and releaſed, or mentioned or intended ſo to be, with the appurtenances they the ſaid *Thomas Brow* and *Charles Lace* do hereby acknowledge, and thereof and of and from every

every part thereof, do, and each of them doth acquit, releaſe, and diſcharge the ſaid Sir *Henry Herbert*, his heirs, executors, adminiſtrators, and aſſigns, and every of them, for ever, by theſe preſents, and alſo for and in conſideration of the ſum of ten ſhillings of like lawful money, unto each of them the ſaid *John Bux*, *William Wood*, and *John Med*, in hand paid by the ſaid Sir *Henry Herbert* at or before the ſealing and delivering theſe preſents, the receipts whereof are hereby alſo acknowledged, they the ſaid *Thomas Brown* and *Charles Lace*, at the requeſt, and by the direction and appointment, as well of the ſaid *John Bux* and *William Wood* as of the ſaid *Thomas Med*, teſtified by their ſeverally ſealing and delivering theſe preſents; and alſo the ſaid *John Bux* and *William Wood*, at the requeſt and by the direction and appointment of the ſaid *John Med*, teſtified as aforeſaid, have, and every and each of them hath bargained, ſold, aliened, remiſed and releaſed, and by theſe preſents do, and every and each of them doth bargain, ſell, alien, remiſe and releaſe; and the ſaid *John Med* hath granted, bargained, ſold, releaſed, ratified, and confirmed, and by theſe preſents doth grant, bargain, ſell, releaſe, ratify and confirm unto the ſaid Sir *Henry Herbert*, (in his actual poſſeſſion, now being by virtue of a bargain and ſale to him thereof made by the ſaid *Thomas Brown*, *Charles Lace*, *John Bux*, *William Wood*, and *John Med*, for one whole year,

The conveyance.

Poſſeſſion tranſferred.

year, in conſideration of five ſhillings by indenture, bearing date the day next before the day of the date of theſe preſents, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute made for transferring uſes into poſſeſſion, and his heirs and aſſigns, all that meſſuage, tenement, farm and lands, commonly called or known by the name of *Pant Gwin*, with all houſes, outhouſes, buildings, barns, ſtables, folds, yards, gardens, orchards and appurtenances thereto belonging, together with the ſeveral pieces or parcels of land, arable, meadow, and paſture, therewith alſo belonging, and therewith held, uſed, and enjoyed, containing by an admeaſurement thereof ninety acres, (be the ſame more or leſs) ſituate, lying, and being in the ſaid pariſh of *Lanhen*, otherwiſe *Lanheno*, in the ſaid county of *M*——, and now in the tenure or occupation of one *Richard Rees*, Eſq. together with the ground and ſoil thereof, and all trees, woods, and underwoods, ways, waters, watercourſes, rights, privileges, and advantages whatſoever, to the ſaid meſſuage, tenement, farm lands, and premiſſes belonging, or in any wiſe appertaining, mearing, abutting, and adjoining to the lands of the ſaid Sir *Henry Herbert* and to the river, on all or moſt parts and ſides thereof, and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits thereof, and of all and ſingular the ſaid premiſes; and

Parcels.

General words.

alſo all the eſtate, right, title, uſe, intereſt, truſt, right, power, and equity of redemption, property, poſſeſſion, inheritance, claim, and demand whatſoever, both at law and in equity, of them the ſaid *Thomas Brown*, *Charles Lace*, *John Bux*, *William Wood*, and *John Med*, or either or any of them, of, in, to, or out of the ſaid premiſſes, or any part thereof, together with all deeds, evidences and writings relating to the title of the ſaid premiſſes, or any part thereof ſolely; and true atteſted copies of all ſuch other deeds, evidences and writings relating to the title of the ſaid premiſſes, or any part thereof, jointly or together with any other lands or hereditaments, which are now in the cuſtody or power of them the ſaid *Thomas Brown*, *Charles Lace*, *John Bux*, *William Wood*, and *John Med*, or either or any of them, or which they, either or any of them can come by, without ſuit in law or equity, TO HAVE AND TO HOLD the ſaid meſſuages, tenements, lands, hereditaments, and all and ſingular the premiſſes hereby granted, releaſed, ratified and confirmed by the ſaid *Thomas Brown*, *Charles Lace*, *John Bux*, *William Wood*, and *John Med*, with their and every of their appurtenances, unto the ſaid Sir *Henry Herbert*, his heirs and aſſigns, to the only uſe and behoof of the ſaid Sir *Henry Herbert*, his heirs and aſſigns for ever, freed, and clearly, and abſolutely diſcharged, acquitted, exonerated, and releaſed of and from the ſaid ſum of ſeventeen

Habendum.

teen thouſand pounds, and all intereſt thereof, and of every part thereof, and of all the eſtate, right, title, and intereſt of them, the ſaid *Reuben Dea*, and *John Dea*, or either of them, of, in, and to the ſaid premiſſes hereby granted, releaſed, ratified and confirmed, or intended ſo to be; *And* the ſaid *Thomas Brown*, *Charles Lace*, *John Bux*, and *William Wood*, for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors, and adminiſtrators, do and each of them doth ſeverally and not jointly, or the one for the other or others of them, or for the heirs, executors, and adminiſtrators, acts or deeds of the other or others of them, but each and every of them, for himſelf only, and for his own heirs, executors, and adminiſtrators, acts and deeds only, doth covenant, promiſe, and agree to and with the ſaid Sir *Henry Herbert*, his heirs and aſſigns, by theſe preſents, in manner and form following, (that is to ſay,) that they the ſaid *Thomas Brown*, *Charles Lace*, *John Bux*, and *William Wood*, or any of them, have or hath not at any time or times heretofore made, done, or committed, or wittingly or willingly ſuffered any act, matter, or thing whatſoever, whereby or by reaſon or means whereof the ſaid meſſuage, tenenement, and hereditaments, and all and ſingular the premiſſes hereinbefore by them granted and releaſed, ratified and confirmed, are, is, can, ſhall, or may be impeached, charged, or incumbered, in

Covenant from the mortgagees and truſtees that they have done no act to incumber.

in title, charge, eſtate, or otherwiſe howſoever: *And* for the conſiderations aforeſaid, the ſaid *John Med* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe, grant and agree to and with the ſaid Sir *Henry Herbert*, his heirs and aſſigns, by theſe preſents, in manner and form following, (that is to ſay,) that they the ſaid *John Med*, *Thomas Brown*, *Charles Lace*, *John Bux*, and *William Wood*, or ſome or one of them, now at the time of the ſealing and delivering of theſe preſents, are, or, is reſpectively, the true and lawful owners and proprietors, owner or proprietor of the meſſuage and tenement, lands, hereditaments and premiſſes hereby granted, releaſed, ratified and confirmed, and every part and parcel thereof, with their appurtenances: and are, or ſome or one of them are, or is reſpectively, rightfully, and abſolutely ſeized of the ſame premiſſes, and every part and parcel thereof, of a good, ſure, perfect, abſolute, and indefeazible eſtate of inheritance, to them and their heirs reſpectively, in fee ſimple, without any manner of condition, truſt, contingent covenant, proviſoe, or limitation of uſe or uſes, or other reſtraint, matter or thing whatſoever, to alter, change, charge, determine, incumber, defeat or evict the ſame, and hereby abſolutely and fully releaſed and diſcharged therefrom, or intended ſo to be; *And* that for and notwithſtanding any act, matter or thing whatſoever, made, done, or committed by them

Covenant that the granting parties are ſeized in.

the ſaid *John Med*, *Thomas Brown*, *Charles Lace*, *John Bux*, and *William Wood*, or any of them, to the contrary, they the ſaid *John Med*, *Thomas Brown*, *Charles Lace*, *John Bux*, and *William Wood*, or ſome, or one of them, have and hath in themſelves reſpectively, at the time of the ſealing and delivery of theſe preſents, good right, full power, and lawful and abſolute authority to grant, bargain, ſell, alien, releaſe, ratify and confirm and thereby well and effectually to paſs and convey the ſame meſſuages and tenements, lands, hereditaments and premiſſes, with the appurtenances unto the ſaid Sir *Henry Herbert*, his heirs and aſſigns, in manner aforeſaid; *And that* he the ſaid Sir *Henry Herbert*, his heirs and aſſigns, and every of them, ſhall and lawfully may, from time to time, and at all times hereafter, peaceably and quietly have, hold, uſe, occupy, poſſeſs, and enjoy the ſaid meſſuages, tenements, lands, hereditaments and premiſſes hereby granted, releaſed, ratified and confirmed, or intended ſo to be, and every part and parcel thereof, with the appurtenances; and alſo ſhall and may have, receive, and take to his and their own uſe and behoof all and every the rents, iſſues, and profits thereof, or ariſing thereout, or accruing or growing due therefrom, without any manner of lett, ſuit, trouble, vexation, eviction, diſturbance, or other hindrance or moleſtation whatſoever, of, or by the ſaid *John Med*, *Thomas Brown*, *Charles Lace*, *John Bux*, and *William*

Have right to convey.

Covenant for peaceable enjoyment.

liam Wood, or any of them, their or any of their heirs or aſſigns, or any other perſon or perſons whatſoever lawfully claiming, or to claim the ſaid meſſuages, tenements, lands, hereditaments and premiſſes, hereby granted and releaſed by, from, under, or in truſt, for them the ſaid *John Med*, *Thomas Brown*, *Charles Lace*, *John Bux*, *William Wood*, or any of them, or any of the anceſtors of the ſaid *John Med*; and that free and clear and freely, clearly and abſolutely freed and acquitted, exonerated and diſcharged, or otherwiſe by him the ſaid *John Med*, his heirs, executors, or adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, and from, and againſt the ſaid principal ſum of ſeventeen thouſand pounds, and all intereſt thereof, and of every part thereof, and all and all manner of other feoffments, gifts, grants, bargains, ſales, wills, intails, uſes, truſts, terms, jointures, dowers, right and title of dower, leaſes, mortgages, rents, and arrears of rent, iſſues, fines, poſt fines, amerciaments, debts, duties, judgments, extents, executions, ſtatutes merchant, and of the ſtaple, and of all debts of record, liberties, ſeizures, charges, titles, troubles, forfeitures, annuities and incumbrances whatſoever, had made done, committed, omitted, acknowledged, occaſioned or ſuffered, or to be, had made done, committed, omitted, acknowledged, occaſioned or ſuffered by the ſaid *Thomas Med* the father, *John Med* the ſon, *Thomas*

Brown, *Charles Lace*, *John Bux*, and *William Wood*, or any of them, their, or any of their anceſtors, or any perſon or perſons whomſoever lawfully claiming, or to claim, by, from, under, or in truſt for them the ſaid *Thomas Med* the father, and *John Med* the ſon, *Thomas Brown* and *Charles Lace*, *John Bux*, and *William Wood*, or any of them; *And* the ſaid *John Med*, for himſelf, his heirs, executors and adminiſtrators, and every of them, doth covenant, promiſe, grant, and agree to and with the ſaid Sir *Henry Herbert*, his heirs and aſſigns, by theſe preſents, that he the ſaid *John Med*, his heirs and aſſigns, and all and every, other perſon and perſons whomſoever having or lawfully claiming, or who ſhall or may, or at any time or times hereafter, have or lawfully claim any eſtate, right, title, or intereſt of, in, and to the ſaid premiſſes hereby granted and releaſed, ratified and confirmed, or intended to be hereby granted, releaſed, ratified and confirmed, or of, in, or to any part or parcel thereof, ſhall and will from time to time, and at all times hereafter upon every reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid Sir *Henry Herbert*, his heirs and aſſigns, make, do, levy, execute, acknowledge and ſuffer, or cauſe or procure to be made, done, levied, executed, acknowlegded, and ſuffered; all and every ſuch further and other lawful and reaſonable act and acts, deed and deeds, thing and things, device and devices, conveyances

Covenant for further aſſurances.

ances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting and conveying, establishing and confirming of the said messuages, tenements, lands, tenements, hereditaments and premisses hereby granted and released, ratified and confirmed, or intended to be hereby granted and released, ratified and confirmed, and every part and parcel thereof, with all and singular their appurtenances unto, and to the use and behoof of the said Sir *Henry Herbert*, his heirs and assigns, be it by fine or fines, feoffment or feoffments, deed, or deeds indented, inrolled or not inrolled, or any other ways or means in the law whatsoever, as by the said Sir *Henry Herbert*, his heirs or assigns, his, their, or any of their counsel learned in the law, shall be reasonably devised, advised, or required, so as the said further assurance or assurances so to be made, or any of them, do not, nor shall contain any further or other covenants or warranty than for or against the person or persons making the same, his, her, or their heirs, executors or administrators, acts and deeds, or than are contained in these presents; and so as the party or parties to be requested to make and execute the same, be not compelled or compellable for the doing thereof, to go or travel from the place or places of his, her, or their respective abode or habitation: *And whereas* by indentures of lease and release, bearing date respectively the 2d and 3d

As this is a small purchase, and the term has been recently assigned to the Rev. Mr. Brown, I would advise that it may be assigned by this deed of release.
J.H.

Indentures of leaſe and releaſe creating a term of 1000 years recited.

days of *January*, in the year of our Lord 1769, the releaſe of four parts, and made, or mentioned to be made between the ſaid *Thomas Med*, and the ſaid *John Med* his only ſon and heir apparent of the firſt part; *John Mayer*, Gent. of the ſecond part; *John Money*, Gent. of the third part; and Sir *Edward Aſtley*, Bart. and *William Maſon*, Eſq. of the fourth part; and by a fine levied, and a common recovery ſuffered in or as of Hilary Term in the ſaid year 1769, in purſuance of the covenant and agreements in the ſaid indenture of releaſe for that purpoſe, contained the ſeveral meſſuages, lands, tenements, hereditaments and premiſſes, ſituate and being in the pariſh of *Lanken*, otherwiſe *Lankeno*, in the county of *M*———— herein before mentioned and deſcribed, and intended to be hereby aſſigned, with their appurtenances, were granted, conveyed, limited, and aſſured unto the uſe of the ſaid *Thomas Med* and his aſſigns for the term of his natural life, and from and after his deceaſe, to uſe of Sir *Edward Aſtley* and *William Maſon*, their executors, adminiſtrators and aſſigns, for the term of one thouſand years; but upon the truſts, and for the intents and purpoſes therein after mentioned and declared concerning the ſame, and from and after the end, expiration, or other ſooner determination of the ſaid term, and ſubject thereto, to the uſe and behoof of the ſaid *John Med*, party hereto, the ſon of the ſaid *Thomas Med*, and the heirs and aſſigns of him the

ſaid

ſaid *John Med* for ever, and the ſaid term of one thouſand years limited to the ſaid Sir *Edward Aſtley* and *William Maſon*, was thereby declared to be ſo limited unto them upon truſt, that they, or the ſurvivors of them, his executors, adminiſtrators, or aſſigns, ſhould, from time to time, either in the life time of the ſaid *Thomas Med*, (if he ſhould ſo direct by deed or writing under his hand and ſeal, atteſted by two credible witneſſes,) by mortgage or ſale, or other ſooner diſpoſition of all or any part of the ſaid premiſſes for all or any part of the ſaid term of one thouſand years, or by and out of the rents and profits thereof, or by all or any of the ſaid ways and means, or any other ways and means as the ſaid Sir *Edward Aſtley* and *William Maſon*, or the ſurvivor of them, his executors, adminiſtrators, or aſſigns ſhould think reaſonable, levy and raiſe any ſum or ſums not exceeding in the whole fifteen thouſand pounds, and pay the ſame to, and for the benefit of ſuch perſon or perſons, and in ſuch ſhares and proportions, and for ſuch uſes, intents and purpoſes, as the ſaid *Thomas Med* ſhould, at any time or times, by any deed or writing under his hand and ſeal, atteſted by two or more credible witneſſes, or by his laſt will and teſtament in writing, to be by him ſigned and publiſhed in the preſence of three or more credible witneſſes, declare, limit, or appoint: *And whereas* the ſaid ſum of fifteen thouſand pounds hath been raiſed by the ways and means mentioned in the ſaid recited indentures

The money for which the term was created has been raiſed.

The term has been aſſigned.

of releaſe; *And whereas* by a deed poll indorſed on the back of the ſaid herein before in part recited indenture of releaſe, of the ſecond day of *January* laſt paſt, before the date of theſe preſents, and bearing equal date with the ſame indenture, all and every the meſſuages, lands, tenements, hereditaments, and premiſſes compriſed in the ſaid term of one thouſand years, were duly aſſigned to the ſaid *William Brown* for the reſidue of the ſaid term of one thouſand years, in truſt for the ſaid *Thomas Brown* and *Charles Lace*, their heirs and aſſigns, for ſecuring the ſum of ſeventeen thouſand pounds and intereſt, ſubject nevertheleſs to ſuch equity of redemption as therein is mentioned. And it was upon the treaty for the ſaid purchaſe agreed that the ſaid meſſuages, lands, tenements, hereditaments and premiſſes, ſhould be aſſigned to a truſtee, to be nominated by the ſaid Sir *Henry Herbert*, for all the reſidue of the ſaid term, in truſt for the ſaid Sir *Henry Herbert*, and to attend the inheritance of the ſame premiſſes. AND THEREFORE THIS INDENTURE FURTHER WITNESSETH, that for and in conſideration of the ſaid ſum of ſeven hundred and fifty pounds, ſo paid by the ſaid Sir *Henry Herbert* to the ſaid *Thomas Brown* and *Charles Lace* as aforeſaid: and for and in conſideration of the ſum of five ſhillings of lawful money of *Great Britain* to the ſaid *William Brown*, by the ſaid Sir *William Dol*, well and truly paid at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, he the ſaid *William*

The aſſignment of the term to a truſtee for the preſent purchaſer.

Brown

Brown, at the requeſt, and by the direction of the ſaid *Thomas Brown* and *Charles Lace*, and by and with the conſent and approbation of the ſaid *John Bux*, *William Wood* and *John Med*, and at the nomination and by the appointment of the ſaid Sir *Henry Herbert*, (teſtified by their being parties to and ſealing and delivering theſe preſents) hath bargained, ſold, aſſigned, transferred, and ſet over, and by theſe preſents doth bargain, ſell, aſſign, tranſfer and ſet over unto the ſaid Sir *William Dol*, his executors, adminiſtrators and aſſigns, the ſaid meſſuages or tenements, lands, hereditaments, and all and ſingular other the premiſſes herein before granted and releaſed, or mentioned or intended ſo to be, with their and every of their appurtenances, and all the eſtate, right, title, intereſt, term of years, truſt, property, poſſeſſion, benefit, advantage, claim and demand whatſoever, both at law and in equity of him the ſaid *William Brow*, of, in, to, or out of the ſame premiſſes, or any part or parcel thereof, TO HAVE AND TO HOLD the ſaid meſſuages or tenements, lands, hereditaments, and all and ſingular other the premiſſes herein before mentioned, to be hereby aſſigned, or intended ſo to be, with their and every of their appurtenances, unto the ſaid Sir *William Dol*, his executors, adminiſtrators and aſſigns, from henceforth. for and during all the reſidue and remainder of the ſaid term

Habendum.

of one thouſand years now to come and unexpired, in truſt nevertheleſs for the ſaid Sir *Henry Herbert*, his heirs and aſſigns, to the end and intent that the ſaid term of one thouſand years may attend upon, and be ſubſervient to the freehold and inheritance of the ſame term, in order to protect and defend the ſame from all meſne and ſubſequent incumbrances; *And* the ſaid *William Brown* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid Sir *William Dol*, his executors, adminiſtrators and aſſigns, that he the ſaid *William Brown* hath not at any time heretofore made, done or committed, or cauſed, procured or ſuffered to be made, done or committed, any act, matter or thing whatſoever, whereby, or by reaſon or means whereof, the ſaid meſſuages or tenements, lands, hereditaments and premiſſes hereby aſſigned, or mentioned or intended ſo to be, or any of them, or any part or parcel thereof, are, is, can, ſhall or may be incumbered in title, charge, eſtate or otherwiſe howſoever. IN WITNESS, &c.

In truſt to attend the inheritance.

Covenant from the firſt truſtee that he has done no act to incumber.

I have peruſed and do approve of this draft, on the behalf of Sir *Henry Herbert* and his truſtee,

J—— H——.

A Conveyance

XI.

A Conveyance of a Freehold eſtate to a purchaſer, by Leaſe and Releaſe, from a Deviſee for Life, an Heir at Law, and other Perſons, intitled to Monies to ariſe by ſale of the Premiſſes, after the Death of the Tenant for Life, in conſideration of Bank Stock transferred to Truſtees, the Teſtator having given the Tenant for Life Power, with the Concurrence of the Legatees, to ſell the Premiſſes, upon condition that the Purchaſe Money was veſted in the Funds, in the Name of Truſtees for the Purpoſes in his Will.—There is alſo a Declaration of Truſt in this Deed from the Tenant for Life and Truſtee in reſpect to the Bank Stock transferred as the Conſideration.

THIS INDENTURE QUADRIPARTITE, made the —— day of ——, in the eighteenth year of the reign of our Sovereign Lord *George* the Third, by the Grace of God of *Great Britain*, *France* and *Ireland*, King, Defender of the Faith, and in the Year of Our Lord 1778, between *Elizabeth Boult* of —— in the City of *London*, ſpinſter, of the firſt part; *Thomas South*, ſen. of *Swallow-ſtreet*, *Piccadilly*, baker, nephew and heir at law of *William Cliff*, of —— aforeſaid, deceaſed, *Robert Ander*, of *New Bond-ſtreet*, in the county of *Middleſex*, apothecary, and *Mary* his wife, and

and which ſaid *Mary* is one of the legatees named in the will of the ſaid *William Cliff*, deceaſed, *Ann Boult* of ——— aforeſaid, ſpinſter, *Thomas South*, junior, of *Swallow-ſtreet*, aforeſaid, and *William Mans*, jun. of *Lower Eaſt Smithfield*, in the ſaid county of *Middleſex*, merchant, of the ſecond part; and *Charles Hutchins*, of *London*, Eſq. adminiſtrator of all and ſingular the goods and chattels, rights and credits of *John Lock*, late of ———, gent. deceaſed, of the third part; and *James Gad*, of ——— aforeſaid, gent. and *William Butch*, of *Long-lane*, *London*, patten maker, of the fourth part; *Whereas* the ſaid *William Cliff* in and by his laſt will and teſtament in writing, bearing date on or about the 21ſt day of *November*, which was in the year of Our Lord 1768, did (amongſt other things) give and bequeath unto his niece the ſaid *Elizabeth Boult*, all his freehold houſe, with all the fixtures and all the appurtenances thereunto belonging, being in the pariſh of *Great Saint Helen*, for and during the term of her natural life, and after her deceaſe the ſaid teſtator did order it to be ſold, with all the fixtures to it, and the money ariſing from the ſale of it to be equally divided between his nephew *Thomas South* and his niece *Mary Hobb* and her daughter *Mary Ander*, and his niece *Margaret Hig*, and his niece *Ann Boult*, and his nephew the ſaid *Thomas South* and *Daniel South*, and his niece *Frances South*, ſons

A will recited, whereby the teſtator gave a freehold eſtate to a party hereto for life, and after her deceaſe directed

the ſame to be ſold, and the monies ariſing by ſuch ſale to be divided among ſeveral perſons.

ſons and daughter of his nephew *Thomas South*; but the ſaid teſtator by his ſaid will declared, that if any of the legatees, which were intitled to a part of the money, which the houſe was to be ſold for, ſhould die before the ſaid *Elizabeth Boult*, that then the ſhare and ſhares of ſuch legatees dying ſhould be divided amongſt the ſurvivors only; and the ſaid teſtator did likewiſe order that his ſaid niece *Elizabeth Boult* might let a leaſe of the ſaid houſe for as long a term as ſhe ſhould think proper, or ſell the ſaid houſe, if ſhe thought it beſt, in her life-time; but in caſe his ſaid niece *Elizabeth Boult* ſhould ſell the aforeſaid freehold houſe and fixtures, in her life-time, the ſaid teſtator did then order that the money ariſing from the ſale of it ſhould be laid out in the public funds, in the name of the ſaid *Elizabeth Boult*, *Stephen Beach* (ſince deceaſed) and *Henry Shaker*, as truſtees; and for his ſaid niece *Elizabeth Boult* to receive the dividends during her natural life for her own uſe and benefit, and after her deceaſe the money in the public funds to be equally divided between the ſaid *Mary Hobb* and her daughter *Mary Ander*, and *Margaret Hig*, and *Ann Boult*, the ſaid *Thomas South*, ſenior, and *Thomas South*, junior, the ſaid *Daniel South*, and *Frances South*, the perſons mentioned as legatees of the houſe and fixtures, or the ſurvivors of them only; and the ſaid teſtator by his ſaid will appointed the ſaid *Elizabeth Boult* ſole executrix

The teſtator gave the tenant for life power to ſell the eſtate,

upon condition that the purchaſe money was laid out in the funds, in the name of the tenant for life, and another perſon in his will named, as a truſtee for the perſons intitled after her death.

"*Shaker refuſes* "*to act.*"

The parties intereſted ſhould name a truſtee who will act; and though the ſtock will ſtand in the joint names of Mrs. Boult, and ſuch truſtee, ſhe may alone receive the dividends.

J. H.

ecutrix thereof, as in and by the ſaid herein before recited will, reference being thereunto had will more fully appear: *And whereas* the ſaid *William Cliff*, the teſtator, ſoon after making his ſaid will departed this life, without altering or revoking the ſame; and the ſaid *Elizabeth Boult* party hereto proved the ſame in the proper Eccleſiaſtical Court, and took upon herſelf the burthen and execution of the ſame: *And whereas* ſince the death of the ſaid teſtator *William Cliff*, the ſaid *Mary Hobb*, *Margaret Hig*, and *Daniel South*, the legatees named in the ſaid *William Cliff*'s will, are all ſince dead, leaving the ſaid *Elizabeth Boult*, and *Mary Ander* the wife of the ſaid *Robert Ander*, parties hereto the ſaid *Thomas South*, ſenior, *Thomas South*, junior, and the ſaid *Frances South*, them ſurviving, whereby a reverſionary or a contingent right may ariſe to them, in conſequence of a ſale of the ſaid freehold houſe by the ſaid *Elizabeth Boult*, in caſe they, any, or either of them ſhall ſurvive her: *And whereas* the ſaid *Elizabeth Boult*, by virtue of the ſaid teſtator *William Cliff*'s will, hath (with the privity and concurrence of him the ſaid *Robert Ander* and *Mary* his wife, *Ann Boult*, *Thomas South*, ſenior, and *Thomas South*, junior, teſtified by their being parties hereto) contracted and agreed with the ſaid *William Mans* for the ſale of the ſaid freehold houſe and premiſſes hereinbefore and after mentioned, for the intereſt or ſhare of ſeven hundred

The will proved.

The perſons now intitled under the will.

The tenant for life, with the concurrence of the other perſons intereſted, have agreed to ſell the eſtate for certain bank annuities, which the purchaſer hath transferred to the tenant for life, and the truſtees named by the parties.

hundred pounds, in the four *per cent.* Conſoli-dated Bank Annuities, which the ſaid *William Mans* did agree to transfer, and hath accordingly transferred to the ſaid *Elizabeth Boult* and to the ſaid *James Gad*, being a truſtee nominated by, and on the behalf of the ſaid *Robert Ander* and *Mary* his wife, *Thomas South*, ſenior, and *Thomas South*, junior, in the place and ſtead of the ſaid *Francis Shaker*, who has declined to act in the ſaid truſt: NOW THIS INDENTURE WITNESSETH that the ſaid *Elizabeth Boult*, for and in conſideration of the ſaid ſeven hundred pounds intereſt or ſhare in the ſaid joint ſtock of four *per cent.* Conſolidated Bank Annuities to her the ſaid *Elizabeth Boult*, and the ſaid *James Gad*, well and truly transferred by the ſaid *William Mans*, at and before the ſealing and delivery of theſe preſents, (by, and with the privity, concurrence, and abſolute approbation of him the ſaid *Robert Ander* and *Mary* his wife, the ſaid *Ann Boult*, *Thomas South*, ſenior, and *Thomas South*, junior, teſtified by their being parties hereto,) being the full conſideration for the abſolute purchaſe for the premiſſes herein before and after mentioned, to be hereby granted and releaſed, the tranſfer and receipt whereof ſhe the ſaid *Elizabeth Boult*, and the ſaid *James Gad*, do hereby acknowledge, and thereof, and of and from every part thereof, do acquit, releaſe, and for ever diſcharge the ſaid *William Mans*,

The conſideration.

Mans, his heirs, executors, and adminiſtrators, by theſe preſents, and alſo in conſideration of the ſum of five ſhillings a piece of lawful money of *Great Britain* to him the ſaid *Robert Ander* and *Mary* his wife, the ſaid *Ann Boult*, *Thomas South*, ſenior, and *Thomas South*, junior, in hand alſo paid by the ſaid *William Mans*, at and before the execution of theſe preſents, the receipt whereof they do hereby alſo acknowledge, ſhe the ſaid *Elizabeth Boult*, (with the privity, concurrence, and entire approbation of him the ſaid *Robert Ander* and *Mary* his wife, the ſaid *Ann Boult*, *Thomas South*, ſenior, and *Thomas South*, junior, teſtified as aforeſaid) *hath* granted, bargained, ſold, aliened, releaſed, and confirmed; and by theſe preſents *doth* grant, bargain, ſell, alien, releaſe, and confirm, and the ſaid *Thomas South*, ſenior, hath granted, bargained, ſold, aliened, releaſed, ratified, and confirmed, and by theſe preſents the ſaid *Thomas South*, ſenior, doth grant, bargain, ſell, alien, releaſe, ratify, and confirm, and alſo they the ſaid *Robert Ander* and *Mary* his wife, *Ann Boult*, *Thomas South*, junior, have and each of them hath granted, ratified, and confirmed, and by theſe preſents do and each of them doth grant, ratify, and confirm, unto the ſaid *William Mans*, (in his actual poſſeſſion, now being by virtue of a bargain and ſale to him thereof made by the ſaid *Elizabeth Boult*, and the ſaid *Thomas South*, ſenior, in conſideration

The conveyance.

Poſſeſſion transferred.

ſideration of ten ſhillings, by indenture bearing date the day next before the day of the date of theſe preſents, for one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute for transferring uſes into poſſeſſion) and to his heirs, all that meſſuage or tenement, with the appurtenances, ſituate, lying and being in the pariſh and cloſe of *Great St. Helen*'s, within *Biſhopſgate*, *London*, formerly in the occupation of *Thomas Toms*, afterwards of ———, and now in the poſſeſſion of the ſaid *Elizabeth Boult*, and the ground and ſoil whereon the ſaid meſſuage, tenement, and premiſſes are erected, together with all and ſingular ways, waters, water-courſes, paths, paſſages, emoluments, advantages, rights, priviledges, and appurtenances to the ſaid meſſuage, or tenement, hereditaments, and premiſſes hereby granted, releaſed, and conveyed, or meant, mentioned, or intended ſo to be, or any part or parcel thereof, now or at any time heretofore uſually held, uſed, occupied, poſſeſſed or enjoyed, and accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, or belonging thereunto; and the reverſion and reverſions, remainder and remainders yearly, and other rents, iſſues, and profits of all and ſingular the ſaid premiſſes, and all the eſtate, right, title, intereſt, uſe, truſt, poſſeſſion, property,

The parcels.

General words.

perty, benefit, claim and demand whatſoever both at law and in equity, of them the ſaid *Elizabeth Boult*, *Robert Ander*, and *Mary* his wife, the ſaid *Anne Boult*, *Thomas South*, ſenior, and *Thomas South*, jun. and each and every of them, of, in, to, and out of the ſaid meſſuage and tenement, hereditaments, and premiſſes, hereby granted, releaſed, and conveyed, or meant, mentioned, or intended hereby ſo to be, and every part and parcel thereof, together with all deeds, evidences, and writings touching or concerning the ſame premiſſes, or any part or parcel thereof, now in the cuſtody or power of the ſaid *Elizbeth Boult*, or which ſhe can come by without ſuit at law or in equity, and true atteſted copies of all ſuch other deeds, evidences, and writings relating to the title of the ſaid premiſſes, jointly with any other hereditaments, ſuch copies when firſt made to be ſo made at the coſts and charges of the ſaid *Elizabeth Boult*, but all future copies to be made at the coſts and charges of the ſaid

Habendum. *William Mans*, his heirs or aſſigns, To have and to hold the ſaid meſſuage or tenement, ground, hereditaments, and all and ſingular other the premiſſes hereby granted, releaſed, and conveyed, or meant, mentioned, or intended hereby ſo to be, and every part and parcel thereof, with their and every of their appurtenances, unto and to the ſaid *William Mans*,

Mans, his heirs and aſſigns, to the only proper uſe and behoof of him the ſaid *William Mans*, his heirs and aſſigns for ever: And the ſaid *Robert Ander*, for himſelf and his heirs, and for the ſaid *Mary* his wife, doth hereby covenant with the ſaid *William Mans*, his heirs and aſſigns, that they the ſaid *Robert Ander*, and *Mary* his wife, or their reſpective heirs, ſhall and will, at their own proper coſts and charges, as of Hilary Term laſt, Eaſter Term next, or of ſome other ſubſequent term, in due form of law, levy, and acknowledge before the Juſtices of his Majeſty's Court of Common Pleas at Weſtminſter, unto the ſaid *William Mans* and his heirs, one or more fine or fines, *ſur conuſans de droit come ceo, &c.* with proclamations thereupon to be had, according to the form of the ſtatute in that caſe made and provided, and the uſual courſe of fines in ſuch caſes accuſtomed of the ſaid meſſuage or tenement, ground, and hereditaments hereinbefore mentioned, and hereby granted and releaſed, or intended ſo to be, by ſuch apt and convenient names, quantity, quality, and other deſcriptions to aſcertain the ſame, as ſhall be thought meet, which ſaid fine or fines ſo as aforeſaid, or in any other manner or at any other time, to be had and levied of the ſame premiſſes, and all and every other fine and fines, conveyances and aſſurances in the law whatſoever, heretofore had, made, levied, ſuffered, or executed,

Covenant to levy a fine.

cuted, or hereafter to be had, made, levied, ſuffered, or executed of the ſame premiſſes, or any part thereof, alone, or jointly with any other hereditaments by and between the ſaid parties to theſe preſents, or any of them, alone, or jointly with any other perſon or perſons, or whereunto they or any of them are, is, or ſhall be party or parties, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued, and taken to be and enure, and ſo are, and were meant and intended and are hereby declared to be and enure, and the conuzee and conuzees in the ſaid fine or fines named or to be named, and his and their heirs ſhall ſtand and be ſeized of the ſaid hereby granted and releaſed premiſſes, and of every part thereof, with their appurtenances, to the only proper uſe and behoof of the ſaid *William Mans*, his heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever. And the ſaid *Elizabeth Boult* doth hereby for herſelf, her heirs, executors and adminiſtrators; the ſaid *Robert Ander* doth hereby for himſelf and the ſaid *Mary* his wife, their reſpective heirs, executors and adminiſtrators; and the ſaid *Thomas South*, the elder, *Anne Boult* and *Thomas South*, junior, do hereby for themſelves, ſeverally and not jointly, or the one for the other of them, or for the acts or deeds of each other, but each of them for himſelf and herſelf, and for his and her own ſeveral and reſpective acts, deeds, heirs, executors, and

Covenant that the granting parties are ſeized in fee.

and adminiſtators, covenant, promiſe and agree to and with the ſaid *William Mans*, his heirs and aſſigns, in manner following (that is to ſay) that the ſaid *Elizabeth Boult* and *Thomas South* the elder, are, or one of them is, at the time of the ſealing and delivering of theſe preſents, lawfully and abſolutely ſeized of the ſaid meſſuage or tenement and premiſſes hereby granted and releaſed, or intended ſo to be, with their and every of their appurtenances, of a good, ſure, abſolute, and indefeazable eſtate of inheritance, in fee ſimple, without any manner of condition, truſt, proviſo, power of revocation, limitation, of uſe or uſes, or other reſtraint, matter or thing whatſoever, to alter, charge, defeat, determine, revoke, or make void the ſame eſtate: *And alſo* that they the ſaid *Elizabeth Boult*, and *Thomas South*, ſenior, now have in themſelves, or one of them hath in himſelf or herſelf, at the time of the ſealing and delivering of theſe preſents, good right, full power, and lawful and abſolute authority to grant, releaſe, and confirm the aforeſaid premiſſes, with their and every of their appurtenances in manner aforeſaid. And further, that it ſhall and may be lawful to and for the ſaid *William Mans*, his heirs and aſſigns, from time to time and at all times hereafter, peaceably and quietly to enter into and upon, and to have, hold, occupy, poſſeſs, and enjoy the meſſuage or tenement,

That they have right to convey.

Covenant for peaceable enjoyment.

and premiſſes herein before mentioned, and intended to be hereby granted, releaſed, and confirmed, and every part and parcel thereof, with their and every of their appurtenances, and to receive and take the rents, iſſues and profits thereof from thenceforth to grow due, to his and their own uſe, without the lawful let, ſuit, trouble, interruption, claim, or demand whatſoever, of or by the ſaid *Elizabeth Boult*, *Thomas South* the elder, *Robert Ander*, *Mary* his wife, *Ann Boult*, *Thomas South*, junior, or any of of them, or any other perſon or perſons claiming or to claim by, from, or under them, or any or either of them, and that free and clear, and freely, clearly, and abſolutely acquitted, freed and diſcharged, or otherwiſe, by the ſaid *Elizabeth Boult*, *Thomas South* the elder, *Robert Ander*, *Mary* his wife, *Ann Boult*, *Thomas South*, junior, and *Francis South*, or ſome of them, their reſpective heirs, executors, adminiſtrators, or ſome of them, well and ſufficiently ſaved harmleſs, and kept indemnified of, from, and againſt all, and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dower, title of dower, uſes, intails, rents, arrears of rents, taxes, aſſeſſments, ſtatutes, recognizances, judgments, extents, executions, and of, from, and againſt all other eſtates, titles, troubles, charges, and incumbrances whatſoever, had, made, executed, committed,

committed, done or ſuffered by her the ſaid *Elizabeth Boult*, and *Thomas South* the elder, or either of them, or the ſaid *William Cliff*, deceaſed, or any other perſon or perſons lawfully claiming, or to claim by, from, under or in truſt for them or any of them: And moreover that they the ſaid *Elizabeth Boult*, *Thomas South* the elder, *Robert Ander*, *Mary* his wife, *Ann Boult*, *Thomas South*, junior, and *Francis South*, and their heirs, and all and every other perſon and perſons having, or lawfully claiming or to claim any eſtate, right, title, truſt or intereſt of, in, to, or out of the ſaid premiſſes hereby granted and releaſed, or any part thereof, by, from, or under her, them, or any of them, or by, from, or under the ſaid *William Cliff*, deceaſed, ſhall and will, from time to time, and at all times hereafter, at the requeſt, coſts and charges in the law of the ſaid *William Mans*, his heirs or aſſigns, make, do, acknowledge, levy, ſuffer, and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered, and executed all and every ſuch further and other lawful and reaſonable acts, deeds, fines, recoveries, conveyances and aſſurances in the law whatſoever, for the further, better, more perfect, and abſolute granting, conveying, aſſuring, and confirming the ſaid meſſuage or tenement, ground and premiſſes hereby granted, releaſed and confirmed,

Covenant for further aſſurances.

or intended ſo to be, with their and every of their appurtenances, unto and to the uſe of the ſaid *William Mans*, his heirs and aſſigns for ever, as by the ſaid *William Mans*, his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed or adviſed, and required; ſo as ſuch further aſſurances do not contain or imply any further covenant or warranty than againſt the reſpective acts of the party or parties required to make and execute the ſame, and ſo as the perſon or perſons required to make and execute ſuch further aſſurance be not compelled or compellable to travel, or to go from her, his, or their habitation, or place of abode, for the doing thereof. *And whereas* by Indenture of aſſignment, bearing date on or about the ninth day of June, which was in the year of our Lord one thouſand ſeven hundred and fifty-eight, and made or expreſſed to be made between *Ann Tracey*, of *Croſcoe*, in the pariſh of *Diſk*, in the county of *Glouceſter*, widow, adminiſtratrix of all and ſingular the goods and chattels, rights and credits of *John Tracey*, late of *Stanway*, in the ſaid county of *Glouceſter*, her late huſband, deceaſed, of the firſt part; *Edmund Chamber*, of *Maugerſbury*, in the county of *Glouceſter*, Eſquire, and *Elizabeth* his wife, and *Thomas Horde*, of *Lower Swell*, in the ſaid county of *Glouceſter*, Eſquire, and *Anne* his wife, of the ſecond part; the ſaid *William Cliff*,

An aſſignment of a term recited.

Cliff, citizen and draper, of *London*, of the third part; and the ſaid *John Lock*, of *Saint Helen*, *London*, Eſquire, of the fourth part; reciting therein, that by indentures of leaſe and releaſe, bearing date the ſeventh and eighth days of *November*, one thouſand ſeven hundred and one, the releaſe being of four parts, and made between Sir *Robert Atkyns*, ſenior, Knight of the Bath, *Robert Atkyns*, junior, and *Robert Atkyns*, Eſquire, ſon and heir of *Edward Atkyns*, Eſquire, ſecond ſon of Sir *Robert*, ſenior, of the firſt part; *Chriſtopher Montague* and *Richard Edgcumbe*, Eſquires, and *Elizabeth Edgcumbe*, eldeſt ſiſter of the ſaid *Richard*, of the ſecond part; *Charles Montague* and *John Tracey*, Eſqrs. of the third part; and *Thomas Railton* and *John Townſend*, Eſqrs. of the fourth part: whereby a term of five hundred years was limitted to the ſaid *Charles Montague* and *John Tracey*, of the ſaid meſſuage or tenement, and premiſſes, amongſt divers other lands and hereditaments, upon the truſt therein declared of and concerning the ſame. And reciting, that the ſaid *John Tracey* ſurvived the ſaid *Charles Montague*, but died inteſtate, and thereupon adminiſtration was granted to the ſaid *Anne Tracey*, and that by virtue thereof ſhe became entitled to the ſaid meſſuage or tenement and premiſſes, for the remainder of the ſaid term of five hundred years therein mentioned, ſo far as concerned the premiſſes hereinbefore

inbefore granted and releaſed: It was by the ſaid indenture of aſſignment witneſſed amongſt other things, that in conſideration of the ſum of five ſhillings, by the ſaid *John Lock* paid to the ſaid *Ann Tracey*, ſhe the ſaid *Ann Tracey* (at the requeſt of the ſaid *Edmund Chamber*, and *Elizabeth* his wife, by the ſaid *Thomas Herde*, and *Ann* his wife) and alſo the ſaid *William Cliff*, did bargain, ſell, aſſign, and ſet over unto the ſaid *John Lock*, his executors, adminiſtrators, and aſſigns, all that meſſuage or tenement, with the appurtenances herein-before more particularly deſcribed, to hold the ſaid meſſuage, tenement and premiſſes, with the appurtenances, unto the ſaid *John Lock*, his executors, adminiſtrators and aſſigns, for the reſidue of the ſaid term of five hundred years, in truſt for the only uſe and benefit of the ſaid *William Cliff*, his heirs and aſſigns, and to attend the inheritance: *And whereas* the ſaid *John Lock* having afterwards departed this life inteſtate, adminiſtration of all and ſingular his goods and chattles, rights and credits, was granted unto the ſaid —— *Hutchins*, out of the prerogative court of the Archbiſhop of Canterbury, whereby the reſidue of the ſaid term of five hundred years is now legally veſted in the ſaid —— *Hutchins*; and it having been agreed between the parties hereunto, at the time that the ſaid *William Mans* agreed for the purchaſe of the here-

The term now veſted in a perſon who is to aſſign the ſame.

inbefore

inbefore granted and releaſed premiſſes, that the reſidue of the ſaid term of years ſhould be aſſigned to a truſtee in truſt for the ſaid *William Mans*, his heirs and aſſigns, and to attend the inheritance of the ſaid premiſes. THIS INDENTURE THEREFORE FURTHER WITNESSETH, that for the conſiderations aforeſaid, and alſo in conſideration of the ſum of ten ſhillings of lawful money of Great-Britain, by the ſaid *William Butch*, to the ſaid —— *Hutchins*, in hand, at and before the ſealing and delivery of theſe preſents, well and truly paid, the receipt whereof is hereby acknowledged; he the ſaid —— *Hutchins*, as well by the direction and appointment of the ſaid *Elizabeth Boult*, as of the ſaid *Thomas South*, ſenior, *Robert Ander*, and *Mary* his wife, *Ann Boult*, and *Thomas South*, junior, and alſo at the nomination of the ſaid *William Mans*, (teſtified by their being parties to and executing theſe preſents) hath bargained, ſold, aſſigned, transferred, and ſet over, and by theſe preſents doth bargain, ſell, aſſign, transfer, and ſet over unto the ſaid *William Butch*, the ſaid meſſuage or tenement, ground and premiſſes herein-before-mentioned to be hereby granted and releaſed, with their and every of their appurtenances, and all the eſtate, right, title, intereſt, term of years yet to come and unexpired, truſt, property, claim, and demand whatſoever of him the ſaid —— *Hutchins*, of, in,

The aſſignment

in, and to the ſaid premiſſes, and every part and parcel thereof: *To have and to hold* the ſaid meſſuage or tenement, ground and premiſſes mentioned to be hereby aſſigned, with their and every of their appurtenances, unto the ſaid *William Butch*, his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt, reſidue, and remainder now to come and unexpired of the ſaid term of five hundred years therein, in truſt nevertheleſs, and to and for the only uſe and benefit of the ſaid *William Mans*, his heirs and aſſigns, to the intent and purpoſe that the remainder of the ſaid term of five hundred years ſhall attend and wait upon the freehold and inheritance of the ſaid premiſſes herein-before conveyed, in order to protect and defend the ſame from and againſt all ſubſequent incumbrances. *And* the ſaid —— *Hutchins* for himſelf, his heirs, executors, and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *William Butch*, his executors, adminiſtrators, and aſſigns, by theſe preſents, that he the ſaid —— *Hutchins* hath not at any time heretofore made, done, committed, or wittingly or willingly ſuffered any act, matter, or thing whatſoever, whereby, or by means whereof, the ſaid meſſuage or tenement, ground and premiſſes herein before-mentioned to be hereby aſſigned, or any part thereof, is, are, ſhall, or may be ſurrendered, forfeited, impeached, charged, or incumbered

cumbered in title, charge, eſtate, or otherwiſe howſoever. AND THIS INDENTURE ALSO FURTHER WITNESSETH, that in purſuance of the ſaid *William Cliff*'s will, and for the conſiderations aforeſaid, ſhe, the ſaid *Elizabeth Boult*, doth covenant, promiſe and agree, to and with the ſaid *James Gad*, his executors and adminiſtrators, that the ſaid 700*l.* four per cent. conſolidated Bank Annuities ſhall remain, continue, and be in the joint names of them the ſaid *Elizabeth Boult* and *James Gad*, and that they the ſaid *Elizabeth Boult* and *James Gad*, and the ſurvivor of them, and the executors or adminiſtrators of ſuch ſurvivor, ſhall ſtand poſſeſſed thereof, and of the intereſt and profits thereof, upon the ſeveral truſts, and to and for the uſes, intents and purpoſes in the ſaid will of the ſaid teſtator mentioned and declared, of and concerning the ſaid freehold premiſſes, directed by the ſaid will of the ſaid teſtator to be ſold, and the money ariſing by ſuch ſale to be inveſted in government ſecurities for the uſe and benefit of the ſaid *Elizabeth Boult*, to the intent and that the intereſt, dividends, and profits thereof, ſhall and may be received, held, and enjoyed by the ſaid *Elizabeth Boult*, and ſuch perſons as ſhall from time to time be intitled thereto, according to the will of the ſaid teſtator. *And it is hereby declared and agreed*, by and between the ſaid parties to theſe preſents, that in caſe

A declaration of truſt in reſpect to the Bank annuities transferred, viz.

that the ſame ſhall remain in the names of the tenant for life, and the truſtee upon the ſeveral truſts mentioned in the teſtator's will.

Power of appointing a new truſtee or truſtees.

caſe of the death of the ſaid *James Gad*, in the life-time of the ſaid *Elizabeth Boult*, another perſon ſhall be named by the parties for the time being, intereſted in the ſaid funds, expectant on the deceaſe of the ſaid *Elizabeth Boult*, to ſucceed ſuch deceaſed truſtee; and ſo from time to time as often as one of the preſent or any future truſtees ſhall ſo die, ſo as that there may be two perſons in the ſaid truſt, and the ſaid 700*l.* four per cent. conſolidated Bank annuities, or whatſoever fund the ſaid monies ſhall happen to be veſted in, ſhall be from time to time transferred to, and veſted in ſuch new truſtee, and the ſaid *Elizabeth Boult* jointly, during her life. IN WITNESS WHEREOF, &c.

I have peruſed and do approve of this draught, on the behalf of all the parties.

J. H.

A Con-

A Conveyance by Leaſe and Releaſe from a Mortgagee and Mortagor of a Moiety of a Freehold Eſtate, whereof Partition had been made under a Decree in the Court of Chancery. No. XII.

THIS indenture of three parts, made the 25th day of *July*, in the 17th year of the reign of our ſovereign lord *George* the *Third*, by the grace of God of *Great Britain*, *France*, and *Ireland*, King, Defender of the Faith, &c. and in the year of our Lord 1777, between *Thomas Haris*, of *C*———, in the county of *Middleſex*, Gentleman, of the 1ſt part, *Charles Charlton*, of *Loton*, in the county of *Salop*, Eſquire, eldeſt ſon and heir apparent of Sir *Charles Charlton*, late of *Loton* aforeſaid, Baronet, by *Anna Maria* his firſt wife, deceaſed, formerly *Anna Maria Mytt*, the daughter and heir of *Richard Mytt*, Eſquire, deceaſed, who was the eldeſt ſon of *Richard Mytt*, deceaſed, by *Sarah* his wife, formerly *Sarah Houlon*, deceaſed, who was the eldeſt ſiſter of *Rebecca Houlon*, late of *Richmond*, in the county of *Surrey*, deceaſed, of the 2d part, and *William Wright*, of *E*——, in the county of *Middleſex*, merchant, of the 3d part: *Whereas* by indentures of leaſe and releaſe, bearing date reſpectively, on or about the 20th and 21ſt days of *July*, which was in the year of our Lord

A mortgage of a moiety of freehold premiſes recited.

Lord 1768, and made, or mentioned to be made, between the ſaid *Charles Charlton*, of the one part, and the ſaid *Thomas Haris* of the other part, It is by the ſaid INDENTURE OF RELEASE WITNESSED, That for and in conſideration of the ſum of one thouſand pounds of lawful money of *Great Britain* to the ſaid *Charles Charlton* in hand paid by the ſaid *Thomas Haris*, He the ſaid *Charles Charlton* did grant, bargain, ſell, alien, releaſe, and confirm, unto the ſaid *Thomas Haris*, his heirs, and aſſigns, All that undivided moiety, or half part of all and ſingular the toſts, pieces, or parcels of land, meſſuages or tenements, buildings, hereditaments and premiſſes ſituate, lying, and being in or near *S*———, in the pariſh of *H*—— in the county of *Middleſex*, in the ſaid indenture of releaſe, now in recital, particularly deſcribed, — To hold the ſame unto and to the only proper uſe and behoof of the ſaid *Thomas Haris*, his heirs and aſſigns for ever; Subject nevertheleſs to a proviſoe or condition in the ſaid indenture of releaſe now in recital contained, for redemption of the ſaid mortgaged premiſſes, upon payment by the ſaid *Charles Charlton*, his heirs, executors, or adminiſtrators unto the ſaid *Thomas Haris*, his executors, adminiſtrators or aſſigns, of the ſum of one thouſand pounds with intereſt for the ſame, after the rate and on the day and time therein

therein mentioned for payment thereof and ſince paſt. *And whereas* by a decree or decretal order of the High Court of Chancery, bearing date on or about the 23d day of February, which was in the year of our Lord 1775, and made in a certain cauſe wherein the ſaid *Charles Charlton* was plaintiff, and *William Turn*, *Edward Aram*, *William Price*, and *Henry Ball*, who in the ſaid decree are mentioned to be truſtees for the purpoſes therein expreſſed of the other undivided moiety of the eſtate mentioned in the above in part recited indentures of leaſe and releaſe, and the ſaid *Thomas Haris*, were defendants; It was ordered and decreed, that a partition ſhould be made of the ſaid eſtate, and that a commiſſion ſhould iſſue for that purpoſe, directed to certain commiſſioners to be therein named; and that one moiety of the ſaid eſtate ſhould be allotted to the plaintiff, and the other moiety to the defendants *William Turn*, *Edward Aram*, *William Price*, and *Henry Ball*, the truſtees; and that all deeds and writings in the cuſtody or power of any of the parties, relating to the ſaid eſtate, ſhould be produced before the ſaid commiſſioners upon oath, and that they ſhould be at liberty to examine witneſſes upon oath, and take their depoſitions in writing if they ſhould think fit, and to return the ſame with the ſaid commiſſion; and that the plaintiffs moiety ſhould

A decree in the court of chancery for making a partition of the eſtate recited.

be conveyed to the defendant *Thomas Haris*, ſo as to veſt the ſame in him and his heirs, for ſecuring the principal and intereſt due on his mortgage, ſubject to ſuch right of redemption as the plaintiff was entitled to in his undivided right. And that the plaintiff and the defendants ſhould execute mutual conveyances to each other of the reſpective moieties allotted to them in ſeveralty, according to the reſpective eſtates and intereſts as they had in the undivided moieties thereof; and that what ſhould be allotted to the ſeveral parties as aforeſaid, ſhould be held and enjoyed by them in ſeveralty, according to their reſpective eſtates and intereſts, as they had in the undivided moieties thereof. *And whereas* by indentures of leaſe and releaſe, bearing date reſpectively on or about the 31ſt day of *December* 1776, and the 1ſt day of *January* 1777, the releaſe being tripartite, and made, or mentioned to be made, between the ſaid *William Turn*, *Edward Aram*, *William Price*, and *Henry Bell*, of the firſt part; the ſaid *Charles Charlton* of the ſecond part, and the ſaid *Thomas Haris* of the third part, reciting the indentures of leaſe and releaſe of the 20th and 21ſt days of *July* 1768, to the effect herein before recited. *And alſo reciting* that the ſaid principal ſum of one thouſand pounds, and intereſt, was not paid to the ſaid *Thomas Haris* at the time in the ſaid proviſoe of redemption mentioned.

A confirmation of the mortgage from the mortgagor and the truſtees named in the commiſſion of partition recited

mentioned. *And alſo reciting* the above in part recited decree, to the effect herein before recited; and that the commiſſioners to whom the ſaid commiſſion was directed, purſuant to the ſaid decree, by their certificate under their hands and ſeals, bearing date on or about the 14th day of *September*, which was in the year of our Lord 1775, certified unto the lord high chancellor of *Great Britain*, that in purſuance of, and in obedience to, and execution of the ſaid commiſſion, they had on the 18th and 20th days of *July* 1775, entered upon, walked over, and carefully ſurveyed the ſaid eſtate in queſtion, in the ſaid cauſe, as by the ſaid commiſſion they were commanded; and that after having made and taken ſuch view and ſurvey as aforeſaid, and duly weighed and conſidered the reſpective values, ſituations, conditions, advantages, and diſadvantages of the ſeveral houſes, cloſes, lands, and grounds in the ſchedules thereunto annexed and mentioned, being the eſtate then in queſtion in the ſaid cauſe, and by the ſaid commiſſion directed to be ſet apart and divided into moieties by them; and they not ſeeing any occaſion to enter into examination of witneſſes touching the ſame, and no witneſſes having been examined on behalf of any of the parties intereſted in the ſaid eſtate, the ſaid commiſſioners had ſeparated and divided the ſaid premiſſes into equal

moieties, and that they had ſeparated, allotted, and divided to and for the ſaid *Charles Charlton*, as and for his own moiety or equal half part thereof, the houſe, barns, yards, garden, cloſes, and land, particularly mentioned in the firſt ſchedule thereunto annexed, being the hereditaments therein after mentioned to be thereby granted and releaſed; and that they had ſeparated and divided to and for the defendants *William Turn*, *Edward Aram*, *William Price*, and *Henry Ball*, as and for their moiety or equal half part of the ſaid eſtate and premiſſes, the houſe, barns, yards, gardens, cloſes, and lands particularly mentioned and deſcribed in the ſecond ſchedule thereunto annexed; and that the ſeveral parties might the better know their ſeveral allotments, the ſaid commiſſioners had delivered to the ſaid plaintiff, *Charles Charlton*, a plan of the houſe, barns, yards, garden, cloſes, and lands ſo by them allotted to him as aforeſaid. And alſo delivered to the ſaid defendants, *William Turn*, *Edward Aram*, *William Price*, and *Henry Ball*, a plan of the houſe, barns, yards, garden, cloſes, and lands ſo by the ſaid commiſſioners allotted to them as aforeſaid. *And alſo reciting* that by indentures of leaſe and releaſe, bearing date reſpectively the 31ſt day of *December* 1776, and 1ſt day of *January* 1777, the releaſe being of three parts, and made between the ſaid *Thomas Haris* of the

the firſt part, the ſaid *Charles Charlton* of the ſecond part, and the ſaid *William Turn*, *Edward Aram*, *William Price*, and *Henry Ball* of the third part, in purſuance of and obedience to the ſaid therein and herein before in part recited decree, the meſſuages, lands, tenements and hereditaments in the ſaid certificate mentioned to be allotted to the ſaid *William Turn*, *Edward Aram*, *William Price*, and *Henry Ball*, had been, or were intended to be conveyed to and to the uſe of them the ſaid *William Turn*, *Edward Aram*, *William Price*, and *Henry Ball*, and their heirs and aſſigns, upon the truſts and in manner in the ſame indenture of releaſe mentioned. *And alſo reciting* that the ſaid principal ſum of one thouſand pounds ſtill remained due and owing to the ſaid *Thomas Haris*, but that all intereſt had been paid thereon up to the date thereof; it is by the indenture of releaſe now in recital *witneſſed*, that in obedience to the ſaid decree, and in purſuance of the ſaid certificate, and to carry the ſaid decree into execution, as far as related to the ſaid eſtates, allotted as aforeſaid to the ſaid *Charles Charlton*, and for and in conſideration of the premiſſes and of the ſum of ten ſhillings to the ſaid *Charles Charlton*, *William Turn*, *Edward Aram*, *William Price*, and *Henry Ball*, in hand paid by the ſaid *Thomas Haris*, they the ſaid *Charles Charlton*, *William Turn*, *Edward*

Aram, *William Price*, and *Henry Ball*, did according to their ſeveral and reſpective eſtates, rights, and intereſts therein, grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid *Thomas Haris* and his heirs, All that meſſuage or tenement, with the yards, gardens, barns, and other buildings thereon, in the tenure of *George Watſon*, containing one acre ſixteen perches; Alſo one other piece or parcel of land, called *Lark Mead*, formerly three pieces, and then called *Lark Mead*, *Little Mead*, and *Lome Pitts*, containing ten acres, three roods, and nine perches; One other piece or parcel of land, called *Varn Mead*, containing five acres, one rood, and four perches. And alſo one other piece or parcel of land, called *Coleſewers*, containing two acres and twenty-five perches. Alſo one other piece or parcel of land, called *Round Mead*, containing four acres, two roods, and thirty perches. Alſo one other piece or parcel of land, called *Akerfield*, containing ſeven acres, three roods, and two perches. Alſo one other piece or parcel of land, called *Aker Mead*, contaning five acres, three roods, and twenty-two perches. Alſo one other piece or parcel of land, called *Aker Croft*, containing five acres, one rood, and thirty perches. Alſo one other piece or parcel of land, called *Room Down*, containing four acres, three roods, and twenty-four perches.

Alſo

Alſo one other piece or parcel of land, in *Bitt Field*, containing one acre, two roods, and thirty-eight perches. Alſo one other piece or parcel of land, in *Old Common Field*, containing two acres, two roods, and four perches. Alſo one other piece or parcel of land, called *Lud Pightle*, containing one acre and two perches. All which ſaid meſſuages or tenements, and buildings, lands, and premiſſes were then in the occupation of the ſaid *George Watſon*, and contained the whole of the premiſſes ſet out in the firſt ſchedule to the ſaid commiſſioners certificate, allotted to the ſaid *Charles Charlton*, purſuant to the ſaid decree; together with all and ſingular ways, waters, water courſes, hedges, ditches, trees, fences, paths, paſſages, emoluments, advantages, rights, privileges, and appurtenances to the ſaid premiſſes belonging. And the reverſion and reverſions, remainder and remainders, rents, iſſues, and profits thereof, and of every part and parcel thereof. And all the eſtate, right, title, intereſt, uſe, truſt, poſſeſſion, property, benefit, claim, and demand whatſoever of the ſaid *Charles Charlton*, *William Turn*, *Edward Aram*, *William Price*, and *Henry Ball*, or any or either of them, of, in, and to the ſame premiſſes; to hold the ſame unto and to the only proper uſe and behoof of the ſaid *Thomas Haris*, his heirs and aſſigns for ever, freed and diſcharged of and from the

equity of redemption under the proviſoe in the ſaid therein and herein-before above in part recited indenture of releaſe, but ſubject to a proviſoe or condition in the indenture of releaſe now in recital contained, for redemption of the ſaid premiſſes upon payment by the ſaid *Charles Charlton*, his heirs, executors, or adminiſtrators, unto the ſaid *Thomas Haris*, his executors, adminiſtrators, or aſſigns, of the ſum of one thouſand pounds, with intereſt for the ſame, after the rate of five pounds for every hundred pounds for a year, on the day and time therein mentioned for payment thereof, as in and by the ſeveral above in part recited indentures, decree, and certificate, reference being thereunto had may more fully and at large appear.

Money now due to the mortgagee.

And whereas there is now due and owing to the ſaid *Thomas Haris*, upon and by virtue of the above in part recited ſecurity, the ſaid principal ſum of one thouſand pounds only, all intereſt for the ſame, to the day of the date of theſe preſents, having been fully paid off and diſcharged, as he doth hereby admit and acknowledge: *And whereas* the ſaid *William Wright* hath contracted and agreed with the ſaid *Charles Charlton* for the abſolute purchaſe of the ſaid meſſuage or tenement, and buildings, lands, hereditaments and premiſſes ſet out and allotted to the ſaid *Charles Charlton*, purſuant to the above in part recited decree as aforeſaid, and the fee ſimple in poſſeſſion

The purchaſer is to pay part of the purchaſe money to the mortgagee, in diſcharge of the mortgage, and the remainder to the mortgagor.

ſion thereof, free from all incumbrances, at and for the price or ſum of one thouſand ſix hundred and five pounds, out of which ſaid ſum of one thouſand ſix hundred and five pounds it hath been agreed by and between the ſaid parties to theſe preſents that the ſaid ſum of one thouſand pounds ſo due and owing to the ſaid *Thomas Haris* ſhall be paid off and diſcharged. NOW THIS INDENTURE WITNESSETH, that for and in conſideration of the ſum of one thouſand pounds of lawful money of Great-Britain (part of the ſaid purchaſe money) to the ſaid *Thomas Haris* in ſatisfaction and diſcharge of the ſaid ſum of one thouſand pounds ſo due and owing to him upon and by virtue of his above in part recited ſecurity in hand well and truly paid by the ſaid *William Wright*, at or before the ſealing and delivery of theſe preſents, at the requeſt and by the direction and appointment of the ſaid *Charles Charlton*, teſtified by his being a party to and ſealing and delivering of theſe preſents, and of the ſum of ſix hundred and five pounds of like lawful money (reſidue of the ſaid purchaſe money) to the ſaid *Charles Charlton* in hand alſo well and truly paid by the ſaid *William Wright*, at or before the ſealing and delivery of theſe preſents, the receipt of which ſaid ſeveral ſums of one thouſand pounds and ſix hundred and five pounds, to them the ſaid *Thomas Haris* and *Charles Charlton* reſpectively paid as aforeſaid

The conſideration to the mortgagee.

The conſideration to the mortgagor.

ſaid, they the ſaid *Thomas Haris* and *Charles Charlton* do hereby reſpectively confeſs and acknowledge, and thereof and therefrom, and of and from every part and parcel thereof do reſpectively acquit, releaſe, and for ever diſcharge the ſaid *William Wright*, his heirs, executors, and adminiſtrators by theſe preſents, and which ſaid ſeveral ſums of one thouſand pounds and ſix hundred and five pounds (making together the ſaid ſum of one thouſand ſix hundred and five pounds) are the ſame ſums as are mentioned to be the conſideration money in one indenture of bargain and ſale bearing even date with theſe preſents, and made or mentioned to be made between the ſame parties as are parties hereto, and intended to be enrolled in his Majeſty's Court of Common Pleas,—He the ſaid *Thomas Haris*, at the requeſt and by the direction and appointment of the ſaid *Charles Charlton* teſtified as aforeſaid, hath bargained, ſold, aliened, and releaſed, and by theſe preſents doth bargain, ſell, alien and releaſe; and the ſaid *Charles Charlton* hath granted, bargained, ſold, aliened, releaſed, ratified, and confirmed, and by theſe preſents doth grant, bargain, ſell, alien, releaſe, ratify, and confirm unto the ſaid *William Wright* (in his actual poſſeſſion now being by virtue of a bargain and ſale to him thereof, made by the ſaid *Thomas Haris*, and *Charles Charlton*, in conſideration of ten ſhillings by indenture, bearing date

The conveyance

Poſſeſſion transferred.

date the day next before the day of the date of the ſame indenture of bargain and ſale, for one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute made for transferring uſes into poſſeſſion) and to his heirs and aſſigns for ever, All that and thoſe the ſaid meſſuage, or tenement, buildings, lands, hereditaments, and all and ſingular other the premiſſes hereinbefore mentioned and recited to have been ſet out and allotted to the ſaid *Charles Charlton*, purſuant to the above in part recited decree as aforeſaid, and to have been granted, releaſed, and conveyed unto the ſaid *Thomas Haris* in and by the above in part recited indentures of leaſe and releaſe of the thirty-firſt day of December, and the firſt day of January aforeſaid, and every part or parcel thereof, together with all and ſingular ways, waters, watercourſes, hedges, ditches, trees, fences, paths, paſſages, emoluments, advantages, rights, priviledges and appurtenances to the ſaid meſſuage or tenement, buildings, lands, hereditaments and appurtenances, hereby granted, releaſed, and conveyed, or meant, mentioned, or intended hereby ſo to be, or any part or parcel thereof belonging, or in any wiſe appertaining, or to or with the ſame or any part or parcel thereof, now or at any time heretofore uſually demiſed, leaſed, held, uſed, occupied, poſſeſſed or enjoyed, and accepted,

The Parcels.

General words.

accepted, reputed, deemed, taken, or known to be as part, parcel, or member thereof, or belonging thereunto, and the reverſion and reverſions, remainder, and remainders, yearly, and other rents, iſſues, and profits of all and ſingular the ſame premiſſes, and all the eſtate, right, title, intereſt, uſe, truſt, poſſeſſion, property, benefit, equity of redemption, claim, and demand whatſoever, both at law and in equity of them the ſaid *Thomas Haris* and *Charles Charlton*, and each of them, of, in, to, and out of the ſaid meſſuage or tenement, buildings, lands, hereditaments, and premiſſes hereby granted, releaſed and conveyed, or meant, mentioned or intended hereby ſo to be, and every and any part or parcel thereof, together with all deeds, evidences and writings touching or concerning the ſame premiſes or any part or parcel thereof, now in the cuſtody or power of them the ſaid *Thomas Haris* and *Charles Charlton*, or either of them, or which they or either of them can or may come by or at, without ſuit at law or in equity, and true atteſted copies of all ſuch other deeds, evidences and writings relating to the title of the ſaid premiſes or any part thereof, jointly or together, with any other lands or hereditaments, ſuch copies when firſt made and taken to be ſo made at the coſts and charges of the ſaid *Charles Charlton* or his heirs, but all future copies to be made and written out at the coſts and charges of the ſaid *William Wright*,

Wright, or his heirs: TO HAVE AND TO HOLD the ſaid meſſuage or tenement, buildings, lands, hereditaments, and all and ſingular other the premiſſes hereby granted, releaſed, and conveyed, or meant, mentioned, or intended hereby ſo to be, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid *William Wright*, his heirs and aſſigns, to the only proper uſe and behoof of him the ſaid *William Wright*, his heirs and aſſigns for ever: And the ſaid *Thomas Haris* doth hereby for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *William Wright*, his heirs and aſſigns, that he the ſaid *Thomas Haris* hath not at any time heretofore made, done, committed or executed, or wittingly, or willingly ſuffered any act, deed, matter, or thing whatſoever, whereby or by reaſon or means whereof the ſaid meſſuage or tenement, buildings, lands, hereditaments, and premiſſes hereby granted, releaſed and conveyed, or mentioned or intended hereby ſo to be, or any part or parcel thereof are, is, can, ſhall, or may be impeached, charged, burthened or incumbered in title, charge, eſtate or otherwiſe howſoever: And the ſaid *Charles Charlton* doth hereby for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *William Wright*, his heirs and aſſigns, in manner and form following (that is to ſay)

Habendum.

The mortgagee has done no act to incumber.

ſay) that for and notwithſtanding any act, matter, or thing whatſoever by them the ſaid *Thomas Haris* and *Charles Charlton*, or either of them, or by any other perſon or perſons whomſoever, lawfully claiming or to claim from, by, or under, or in truſt for them or either of them, or by, from, under, or in truſt for the ſaid *Rebecca Houlon*, deceaſed, done, committed, or wittingly or willingly ſuffered to the contrary, they the ſaid *Thomas Haris* and *Charles Charlton* now at the time of enſealing and delivery of theſe preſents are, and ſtand, or one of them is and ſtandeth lawfully, rightfully, and abſolutely ſeized in their or one of their demeſne as of fee, of and in the ſaid meſſuage or tenement, buildings, lands, hereditaments, and premiſſes hereby granted, releaſed, and conveyed, or meant, mentioned, or intended hereby ſo to be, of a good, ſure, perfect, lawful, abſolute, and indefeazible eſtate of inheritance in fee ſimple, without any reverſion, remainder, truſt, limitation, power of revocation, uſe or uſes, or any other reſtraint, matter, or thing whatſoever, to alter, change, charge, revoke, leſſen, incumber or determine the ſame, (except as is hereinafter excepted.) *And alſo* that they the ſaid *Thomas Haris* and *Charles Charlton*, or one of them, for and notwithſtanding any ſuch act, matter, or thing as aforeſaid, now have in themſelves, or one of them now hath in himſelf good right, full

The parties are ſeized in fee.

Have right to convey.

full power, and lawful and abſolute authority, to grant, releaſe, and confirm the ſaid meſſuage or tenement, buildings, lands, hereditaments, and premiſſes hereby granted and releaſed, or meant, mentioned or intended hereby ſo to be, and every part and parcel thereof, with the appurtenances unto and to the uſe of the ſaid *William Wright*, his heirs and aſſigns, in manner and form aforeſaid, and according to the purport, true intent, and meaning of theſe preſents, (except as hereinafter is excepted.) *And further*, that it ſhall and may be lawful to and for the ſaid *William Wright*, his heirs and aſſigns, from time to time and at all times hereafter for ever, peaceably and quietly to enter into and upon, have, hold, occupy, poſſeſs, and enjoy the ſaid meſſuage or tenement, buildings, lands, hereditaments, and premiſſes hereby granted, releaſed and confirmed, or mentioned, or intended hereby ſo to be, with their appurtenances, and to receive and take the rents, iſſues, and profits thereof, and of every part and parcel thereof, to and for his and their own uſe and benefit, without the lawful let, ſuit, trouble, denial, eviction or interruption of or by the ſaid *Thomas Haris* and *Charles Charlton*, or either of them, their or either of their heirs or aſſigns, or of or by any other perſon or perſons lawfully claiming or to claim any eſtate, right, title, truſt or intereſt of, in, to, or out of the ſame meſſuage or tenement,

The purchaſer may peaceable enjoy.

tenement, buildings, lands, hereditaments and premiſſes hereby granted, releaſed and confirmed or mentioned or intended hereby ſo to be, or any of them, or any part or parcel of them, or any of them, from, by, or under or in truſt for them, or either of them, or the ſaid *Rebecca Houlon*, deceaſed, (except as hereinafter is excepted,) and that free and clear, and freely and clearly acquitted, exonerated and diſcharged or otherwiſe by him the ſaid *Charles Charlton*, his heirs, executors or adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs, and indemnified of, from, and againſt all, and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers, rights and title of dower, uſes, truſts, wills, entails, ſtatutes, recognizances, judgments, extents, executions, annuities, rent, arrears of rent, forfeitures, re-entries, cauſe, and cauſes of forfeitures, and re-entry, and from and againſt all and ſingular other eſtates, titles, troubles, charges, and incumbrances whatſoever had, made, done, committed, occaſioned, or ſuffered by the ſaid *Thomas Haris* and *Charles Charlton*, or either of them, their, or either of their heirs or aſſigns, or by any other perſon or perſons lawfully claiming or to claim from, by, or under, or in truſt for them, or any, or either of them, or the ſaid *Rebecca Houlon* deceaſed, or from, by, or their, any, or either of their acts, means, aſſent, privity,

Free from incumbrances.

vity, conſent, or procurement, other than and except the yearly chief or quit rent of ——— pounds, and ſuits and ſervices to be paid and performed to the lord of the manor of *H*——, otherwiſe *S*——, for the time being, in reſpect of the ſaid premiſſes hereby granted and releaſed: And moreover that he the ſaid *Charles Charlton*, and his heirs, and all and every other perſon and perſons having, or lawfully claiming, or who ſhall or may have, or lawfully claim any eſtate, right, title, truſt or intereſt of, in, to, or out of the ſaid meſſuage or tenement, buildings, lands, hereditaments, and premiſſes hereby granted, releaſed and conveyed, or meant, mentioned, or intended hereby ſo to be, or any part or parcel thereof, from, by or under, or in truſt for them, or any of them, or by, from, or under the ſaid *Rebecca Houlon*, deceaſed, ſhall and will from time to time, and at all times hereafter upon every reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid *William Wright*, his heirs or aſſigns, make, do, acknowledge, levy, ſuffer, and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, devices, conveyances, and aſſurances in the law whatſoever, for the further, better, more perfect, and abſolute granting, conveying, and aſſuring of

Covenant for further aſſurances.

the ſaid meſſuage or tenement, buildings, lands, hereditaments, and premiſes hereby granted, releaſed and confirmed, or mentioned, or intended hereby ſo to be, and every part or parcel thereof, with their and every of their appurtenances, unto and to the uſe of the ſaid *William Wright*, his heirs and aſſigns for ever, be the ſame by fine, feoffment, common recovery or otherwiſe howſoever, as by the ſaid *William Wright*, his heirs or aſſigns, or any of them, or their or any of their counſel learned in the law, ſhall be reaſonably adviſed or deviſed and required, ſo as ſuch further aſſurances contain in them no further or other warranty than againſt the perſon or perſons, his or their heirs, who ſhall make or do the ſame, and ſo as the party or parties who ſhall be requeſted to make ſuch further aſſurances be not compelled or compellable for making or doing thereof, to go or travel from the place or places of his, her, or their then reſpective abode or dwelling. IN WITNESS, &c.

I have peruſed, and do approve of this draught,

J. H.

A Con-

A Conveyance from a Deviſee and a Truſtee to a Purchaſer by Leaſe and Releaſe, of the ſeventh Part of a Freehold Eſtate, to which the Teſtator was intitled under a Marriage Settlement.

No. XIII.

THIS Indenture, made the — day of —— in the firſt year of the reign of our Sovereign Lord *George* the Third, &c. and in the year of our Lord 17—, between *Suſannah Hitt*, of the pariſh of, ——— *London*, widow and relict of *Francis Hitt*, deceaſed, and *Francis Bull*, of the *Bankſide* in *Southwark*, in the county of *Surry*, a truſtee for and on the behalf of the ſaid *Suſannah Hitt* of the one part, and *Benjamin Bew*, of *Fleet-ſtreet*, *London*, Bookſeller, of the other part: *Whereas* by indentures of leaſe and releaſe, bearing date reſpectively the 13th and 14th days of *September*, in the year 17—, the releaſe being quadripartite, and made, or mentioned to be made, between *Ann Colt* the younger, of *Harling*, in the county of *Suſſex*, ſpinſter, of the firſt part; *William Haws*, of the *Inner Temple*, *London*, Eſq. and *Thomas Slade*, of *Dennington*, in the pariſh of *Shaw*, in the county of *Berks*, Eſq. of the ſecond part; *Rebecca Hitt* the younger, *Dorothea Hitt*, and *Elizabeth Hitt*, all of *Selbourn*, in the county of

A marriage ſettlement recited,

Southampton, ſpinſters, (ſiſters of *John Hitt* next therein after named) of the third part; and *John Hitt*, of the *Middle Temple*, *London*, Eſq. (only ſon of *Gilbert Hitt*, of *Selbourn*, aforeſaid, clerk) of the fourth part; reciting that the ſaid *Anne Colt* was ſeized of the reverſion or remainder in fee ſimple, immediately expectant on the death of her mother, of (amongſt other premiſſes) a meſſuage and lands in the pariſh of ———, in the ſaid county of *Southampton*, one ſeventh part whereof is herein after mentioned to be hereby releaſed: the ſaid *Anne Colt*, in conſideration of a marriage then intended between her and the ſaid *John Hitt*, and for other the conſiderations therein mentioned, did grant, releaſe, and confirm the ſaid premiſſes unto the ſaid *William Haws* and *Thomas Slade*, their heirs and aſſigns, upon the following truſts (that is to ſay) from and after the ſolemnization of the ſaid intended marriage, to the uſe and behoof of the ſaid *John Hitt* and *Anne Colt*, and the ſurvivor of them, during their lives, and the life of the longer liver of them, and from and after the determination of that eſtate to the uſe of the ſaid *William Haws* and *Thomas Slade*, and their heirs, upon truſt to preſerve the contingent eſtate and eſtates therein after limitted from being defeated or deſtroyed; and from and immediately after the deceaſe of the ſurvivor of them, the ſaid *John Hitt* and *Anne Colt*,

whereby freehold premiſſes were conveyed to truſtees

for the huſband and wife during their lives.

Remainder to truſtees to preſerve contingent remainders.

Remainder to the firſt and other ſons of the marriage ſucceſſively in tail male, with divers remainders over.

Colt, to the uſe and behoof of the firſt and every other ſon of the ſaid marriage ſucceſſively, in tail male, with divers remainders over. And it is thereby declared and agreed, by and between the ſaid parties thereto, that a certain term of ninety-nine years thereby created, of and in ſeveral meſſuages, lands, tenements, and hereditaments, in the pariſhes of *R*——— and *H*———, in the ſaid county of *Suſſex*, and limitted to the ſaid *Rebecca Hitt*, *Dorothea Hitt*, and *Elizabeth Hitt*, their executors, adminiſtrators, and aſſigns, was ſo limitted to them upon truſt, to raiſe by ſale or mortgage of the ſaid term, of and in all or any part of the ſaid premiſſes the ſeveral ſums of money following, (that is to ſay) In caſe there ſhould be two younger children of the ſaid marriage, and no more, beſides the eldeſt ſon, the ſum of 1500*l.* and in caſe there ſhould be three or more ſuch younger children, then the ſum of 2000*l.* for the portions of ſuch younger children; to be paid, diſpoſed, and applied, at ſuch time and times, and in ſuch proportions, manner and form as the ſaid *John Hitt*, deceaſed, and *Anne*, his intended wife, at any time or times during their joint lives, or the ſurvivor of them, ſhould by any writing or writings under their hands and ſeals, or the hand and ſeal of the ſurvivor of them, atteſted by three or more witneſſes, appoint, and in default of ſuch appointment to

Declaration that a certain term thereby created was limitted for the purpoſe of raiſing portions for younger children.

To be divided according to the appointment of the huſband and wife.

And for default of ſuch appointment to be equally divided amongſt ſuch younger children.

be equally divided between ſuch younger children, ſhare and ſhare alike, and to be paid in manner following, (that is to ſay) to ſuch younger child or children, being a younger ſon or ſons, at their reſpective ages of twenty-one years; and to ſuch younger child or children, being a daughter or daughters, at her or their reſpective ages of twenty-one years, or day or days of marriage, which ſhould firſt happen. And that in caſe any of the ſaid younger children ſhould happen to die, or become an eldeſt or only ſon, before his, her, or their ſaid portions ſhould become payable, that then the portion or portions of him, her, or them, ſo dying, or becoming an eldeſt or only ſon, ſhould go and be paid unto, and be equally divided among, the ſurvivors, or remaining younger child or children, at ſuch time as his, her, or their original portion or portions ſhould become payable as aforeſaid. And it is thereby further provided, that in caſe the ſaid *John Hitt* deceaſed, or the ſaid *Anne*, his intended wife, ſurviving him, ſhould give to any ſuch younger child or children any portion or portions, or any lands, tenements, goods, or chattels, that the ſame, or the value thereof, ſhould be taken and accounted as part of the portion thereby for them provided, and ſhould go in diſcharge of ſo much of the reſpective ſum thereby appointed to be raiſed by means of the

ſaid

ſaid term of ninety-nine years, unleſs the ſaid *John Hitt*, deceaſed, or the ſaid *Anne*, his intended wife, ſurviving him, ſhould declare the contrary thereof, by any writing or writings, under his or her hand, atteſted by three or more witneſſes. And it is therein further provided and agreed by and between the ſaid parties thereto, that it ſhould be lawful for the ſaid *John Hitt* deceaſed, and *Anne* his intended wife, during their joint lives, by any writing under their hands and ſeals, atteſted by three or more witneſſes, to revoke and make void all and every or any of the uſes therein before declared, of and concerning the ſaid premiſſes, in the ſaid pariſh of *H*———, or of any part or parts thereof, and to declare and appoint new or further uſes thereof. *And whereas* the ſaid marriage between the ſaid *John Hitt* and *Anne Colt* was ſoon afterwards had and ſolemnized. *And whereas* by deed poll, under the hands and ſeals of the ſaid *John Hitt* and *Anne* his wife, atteſted by four witneſſes, bearing date on or about the 12th day of *March*, in the year 17—, reciting the ſaid leaſe and releaſe; and that the ſaid *John Hitt*, deceaſed, and *Anne* his wife, had then iſſue between them five younger children, and the ſaid *Anne* was then alſo enſient of one or more other ſuch younger child or children; the ſaid *John Hitt*, deceaſed, and *Anne* his wife, did revoke and

Power of revocation.

The marriage deed.

A revocation of the uſes in ſuch ſettlement as to part of the premiſſes, by huſband and wife

make void all and every the uſes in and by the ſaid indenture of releaſe, limited and declared of and concerning the ſaid premiſſes, in the pariſh of *H*—— aforeſaid, and did thereby direct, appoint, and declare their minds to be, that the ſaid *William Haws* and *Thomas Slade*, their heirs and aſſigns, ſhould ſtand and be ſeized of the ſame premiſſes, to and for the uſe and behoof of the ſaid *John Hitt*, deceaſed, and *Anne* his wife, during their lives, and the life of the longer liver of them, and from and immediately after their deceaſe, to the uſe and behoof of all and every the younger children of the ſaid *John Hitt*, and *Anne* his wife, between them lawfully begotten, and to be begotten (other than and except ſuch younger ſon as ſhould or might happen to be then next intitled by virtue of the limitations in the ſaid indenture of releaſe, to the remainder in tail of and in the premiſſes in the ſaid pariſh of *H*——) and the heir and aſſigns of all and every ſuch younger children, equally to be divided between them, ſhare and ſhare alike; and for preventing all controverſy, the ſaid *John Hitt*, deceaſed, and *Anne* his wife, did declare their meaning to be, that the ſaid premiſſes in *H*—— ſhould be accounted and taken to be in lieu and recompence of the portions provided for the ſaid younger children by the ſaid releaſe, and ſhould go in full diſcharge of all and every

An appointment of the ſame after their deaths, to the uſe of younger children

In lieu of portions under the ſettlement.

every the ſum and ſums thereby appointed to be raiſed by means of the ſaid term of ninety-nine years, as in and by the ſaid recited indentures of leaſe and releaſe, and deed poll, relation being thereunto reſpectively had may appear. *And whereas* the ſaid *John Hitt* ſurvived his ſaid wife, and afterwards departed this life on or about the thirtieth day of *September*, in the year one thouſand ſeven hundred and fifty-eight, leaving behind him eight children by his ſaid wife, who all attained the age of twenty-one years, namely, *Gilbert*, *Thomas*, *Benjamin*, *Rebecca*, *John*, *Francis*, *Anne*, and *Henry*: *And whereas* the ſaid *Francis Hitt*, one of the ſons of the ſaid *John Hitt*, is ſince deceaſed, having firſt made his laſt will and teſtament in writing, bearing date on or about the third day of *September*, in the year one thouſand ſeven hundred and fifty-nine, whereby he gave to his wife *Suſannah Hitt* and her brother *Francis Bull*, parties hereto, their heirs, executors, and adminiſtrators, all his ſhare and proportion of and in all the eſtate and effects whatſoever, which he was entitled to by virtue of and under the will of his late father *John Hitt*, Eſquire, deceaſed, or which he was any otherways intitled to have and receive out of his ſaid father's eſtate, in truſt to place the ſame in government or other ſecurities, and directed his ſaid wife

One of the ſons made a will, whereby he gave his ſhare in the above eſtate to his widow and a truſtee, upon truſts therein mentioned.

wife ſhould receive the intereſt thereof for her life, and apply the ſame for and towards her maintenance, and the maintenance and education of his children by her in equal ſhares; and after her deceaſe that the ſaid principal money ſhould be paid to his child or children by her in equal ſhares, at their reſpective ages of twenty-one years, but if all ſuch children ſhould happen to die before any of them ſhould attain the ſaid age, then the ſaid *Francis Hitt* gave the whole of the ſaid principal money to his ſaid wife, her executors, adminiſtrators, and aſſigns, to be at her and their own diſpoſal, and appointed his ſaid wife and the ſaid *Francis Bull* executors of his ſaid will, who have duly proved the ſame in the proper Eccleſiaſtical Court: *And whereas* the ſaid *Francis Hitt* had iſſue by his ſaid wife only one child, a daughter born a few days before his deceaſe, who is alſo ſince dead, whereby the ſaid *Suſannah Hitt* is become ſolely entitled to all the eſtate and effects of her ſaid deceaſed huſband, to diſpoſe thereof at her own will and pleaſure: *And whereas* the ſaid *John Hitt*, deceaſed, in his life-time advanced ſeveral ſums of money to each of his children towards their preferment in the world, and particularly the ſum of four hundred and eighty-eight pounds fourteen ſhillings and three-pence, to his ſon the ſaid *Francis Hitt*.

He died, and the wife is ſolely intitled,

And

And whereas the ſaid *Suſannah Hitt*, party hereto, being deſirous to diſpoſe of the ſeventh part or ſhare of the ſaid meſſuage and lands in *H*—— aforeſaid, to which ſhe is ſo entitled under the will of her ſaid late huſband; the ſaid *Benjamin Bew* hath contracted with her for the purchaſe thereof, at and for the price or ſum of two hundred pounds: Now THIS INDENTURE WITNESSETH, that for and in conſideration of the ſum of two hundred pounds of lawful money of Great-Britain, to the ſaid *Suſannah Hitt* in hand paid by the ſaid *Benjamin Bew*, at and before the ſealing and delivery of theſe preſents, in full for the abſolute purchaſe of one full ſeventh part or ſhare of the meſſuage, lands and hereditaments hereinafter-mentioned, to be hereby releaſed and conveyed, the receipt whereof ſhe the ſaid *Suſannah Hitt* doth hereby acknowledge, and thereof acquit, releaſe, and for ever diſcharge the ſaid *Benjamin Bew*, his heirs, executors, and adminiſtrators for ever, by theſe preſents; and for and in conſideration of the ſum of five ſhillings of like lawful money to the ſaid *Francis Bull* in hand alſo paid by the ſaid *Benjamin Bew*, the receipt whereof is hereby acknowledged, ſhe the ſaid *Suſannah Hitt*, and alſo the ſaid *Francis Bull* by her direction and appointment (teſtified by her being a party to and ſealing and delivering theſe preſents) *have* and

who has agreed to ſell her ſhare and intereſt in the eſtate

The conſideration.

The convey-ance.

each

each of them *hath* bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents *do*, and each of them *doth* bargain, ſell, alien, releaſe, and confirm unto the ſaid *Benjamin Bew* (in his actual poſſeſſion now being, by virtue of a bargain and ſale to him thereof made by the ſaid *Suſannah Hitt* and *Francis Bull*, in conſideration of ten ſhillings, by indenture bearing date the day next before the day of the date of theſe preſents for one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute for transferring of uſes into poſſeſſion) his heirs and aſſigns, one full undivided ſeventh part or ſhare (the whole in ſeven equal parts to be divided) of and in all that the aforeſaid freehold meſſuage, tenement, or farm houſe, ſituate, ſtanding and being in the pariſh of *H*——, in the county of *Southampton*, and of and in all thoſe cloſes, incloſures, and parcels of land, meadow, paſture, and wood ground, held and enjoyed therewith, alſo ſituate, lying, and being in the ſaid pariſh of *H*——, and containing together, by eſtimation, one hundred and fifty acres or thereabouts, be the ſame more or leſs, heretofore in the tenure or occupation of *William May*, afterwards of *John Tues*, ſince of *Daniel Merch*, and now of *Peter Hedge*, his under-tenants or aſſigns, and of

Poſſeſſion transferred.

and

and in all houſes, outhouſes, barns, ſtables, buildings, yards, gardens, orchards, commons, ways, waters, watercourſes, profits, commodities, emoluments, eaſements, rights, members, priviledges, woods, under-woods, and trees, and the ground, and the ſoil thereof, hereditaments and appurtenances whatſoever to the ſaid meſſuage or tenement, lands, hereditaments, and premiſſes, every or any of them belonging, or in anywiſe appertaining, or therewith uſed, occupied, poſſeſſed, or enjoyed, or accepted, reputed, taken or known as part, parcel, or member thereof, and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits of all and ſingular the ſaid premiſes, and of every part and parcel thereof, and all the eſtate, right, title, intereſt, uſe, truſt, poſſeſſion, claim, and demand whatſoever of them, the ſaid *Suſannah Hitt* and *Francis Bull*, or either of them, of, in, and to the ſame premiſſes, every or any part and parcel thereof: TO HAVE AND TO HOLD the ſaid ſeventh part or ſhare mentioned to be hereby releaſed of and in the ſaid meſſuage or tenement, lands, hereditaments, and premiſſes, with their and every of their appurtenances, unto the ſaid *Benjamin Bew*, his heirs and aſſigns, to the only proper uſe and behoof of him the ſaid *Benjamin Bew*, his heirs and aſſigns for ever: *And* the ſaid *Francis*

General words.

Habendum.

Covenant from the truſtee that he hath done no act to incumber.

Francis Bull, for himſelf, his heirs, executors, and adminiſtrators doth hereby covenant, promiſe, and agree, to and with the ſaid *Benjamin Bew*, his heirs and aſſigns, that he the ſaid *Francis Bull* hath not at any time heretofore made, done, or committed any act, matter or thing whatſoever, whereby the ſaid ſeventh part mentioned to be hereby releaſed of the ſaid meſſuage or tenement, lands, hereditaments and premiſſes, or any part thereof, are, is or may be impeached or incumbered in title, charge, eſtate or otherwiſe howſoever: *And* the ſaid *Suſannah Hitt* for herſelf, her heirs, executors, and adminiſtrators, doth covenant, promiſe, and grant, to and with the ſaid *Benjamin Bew*, his heirs and aſſigns, by theſe preſents, in the manner following (that is to ſay) that (for and notwithſtanding any act, matter or thing whatſoever, by the ſaid *Suſannah Hitt* and *Francis Bull*, or either of them, or the ſaid *Francis Hitt*, deceaſed, heretofore made, done, or wittingly or willingly ſuffered to the contrary) they the ſaid *Suſannah Hitt* and *Francis Bull* in truſt for her, now are and ſtand, or one of them is, and ſtandeth lawfully and rightfully ſeized of the ſaid ſeventh part mentioned to be hereby releaſed of the ſaid meſſuage or tenement, lands, hereditaments, and premiſſes, of a good, ſure, lawful, abſolute, and indefeazable eſtate of inheritance,

Covenant from the granting parties that they are ſeized,

heritance, in fee ſimple, without any manner of condition, contingent proviſo, power of revocation, limitation of uſe or uſes, or any other reſtraint, matter or thing whatſoever, whereby to alter, change, charge, defeat, revoke, make void, or determine the ſame: *And alſo* for and notwithanding any ſuch act, matter or thing as aforeſaid, have, or one of them hath in herſelf, himſelf, or themſelves, good right, full power, and lawful and abſolute authority to bargain, ſell, and releaſe the ſame, unto and to the uſe of the ſaid *Benjamin Bew*, his heirs and aſſigns in manner aforeſaid, according to the true intent and meaning of theſe preſents: *And further*, that it ſhall and may be lawful to and for the ſaid *Benjamin Bew*, his heirs and aſſigns, from time to time and at all times hereafter, quietly and peaceably to have, hold, occupy, poſſeſs, and enjoy the ſaid ſeventh part mentioned to be hereby releaſed of the ſaid meſſuage or tenement, lands, hereditaments, and premiſſes, and to receive and take the rents iſſues, and profits thereof, without any let, ſuit, hindrance, interruption or denial whatſoever, of or by the ſaid *Suſannah Pitt*, and *Francis Bull*, or either of them, their or either of their heirs and aſſigns, or of or by any other perſon or perſons whomſoever, lawfully claiming, or to claim any eſtate, right, title, truſt, or

and that they have power to convey.

The purchaſer may peaceably enjoy.

or intereſt of, in, to, or out of the ſame, or any part thereof, by, from, under, or in truſt for them, or either of them, or by, from, under, or in truſt for the ſaid *Francis Hitt*, deceaſed; and that free and clear, and freely and clearly acquitted, exonerated, and diſcharged or otherwiſe, by the ſaid *Suſannah Hitt*, her executors and adminiſtrators, well and ſufficiently ſaved harmleſs, and kept indemnified of, from, and againſt all and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers, uſes, intails, rent, arrears of rent, ſtatutes, recognizances, titles, charges and incumbrances whatſoever, had, made, committed, done, or ſuffered by the ſaid *Suſannah Hitt* and *Francis Bull*, or either of them, or by the ſaid *Francis Hitt*, deceaſed. *And laſtly*, that they the ſaid *Suſannah Hitt* and *Francis Bull*, and all and every other perſon and perſons whomſoever, lawfully claiming, or to claim any eſtate, right, title, truſt or intereſt of, in, to, or out of the ſaid ſeventh part mentioned to be hereby releaſed of the premiſſes aforeſaid, by, from, under, or in truſt for them, or either of them, or under the ſaid *Francis Hitt*, deceaſed, ſhall and will from time to time, and at all times hereafter, at the requeſt, coſts, and charges in the law of the ſaid *Benjamin Bew*, his heirs and aſſigns, make, do, acknowledge, levy, ſuffer, and

Free from incumbrances.

Covenant for further aſſurances.

and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered, and executed, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, deeds, conveyances and aſſurances in the law whatſoever, for the further, better, more perfect, and abſolute granting, conveying, and aſſuring the ſaid ſeventh part mentioned to be hereby releaſed of the ſaid meſſuages or tenements, lands, hereditaments and premiſſes, unto and to the uſe of the ſaid *Benjamin Bew*, his heirs and aſſigns, according to the true intent and meaning of theſe preſents, as by the ſaid *Benjamin Bew*, his heirs and aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, or adviſed, and required. In Witneſs, &c.

I approve of this draft,

W. Rivet.

Conveyance of a Freehold Eſtate unto Truſtees by Deeds of Leaſe and Releaſe, from a Perſon who was appointed Clerk of a Company; as a Security for his Fidelity in ſuch Situation. No. XIV.

THIS Indenture Tripartite, made the 27th day of *March*, in the 16th year of the reign of our Sovereign Lord *George* the Third, by the grace of God, of *Great Britain*, *France*, and *Ireland*, King Defender of the

Faith, and ſo forth, and in the year of our Lord 1776, between *William Walter* of —— *Hall, London*, gentleman, and *Suſannah* his wife of the firſt part; *William Prow*, of *Tower Street*, in the city of *London* aforeſaid, ——, *George Clarke* of —— *Street*, in the county of *Middleſex*, apothecary, and *William Lace* of *Norfolk Street*, in the ſaid county of *Middleſex*, ——, being the preſent maſter and wardens of the art and myſtery of ——, of the city of *London*, of the ſecond part; and the Rev. *Samuel Kett*, Rector of *St. B*——, *London*, Doctor in Divinity, and *George Hand*, of the *Old Jewry*, *London*, ——, of the third part: *Whereas* the ſaid *William Walter* is ſeized in fee ſimple of and in the meſſuages or tenements, malt houſe, cyder mill, gardens, orchards, and hereditaments hereinafter mentioned and deſcribed, and intended to be hereby granted and releaſed: *And whereas* the ſaid *William Walter* hath lately been appointed clerk to the ſaid maſter, wardens, and ſociety, and will in conſequence thereof be entruſted with conſiderable ſums of money belonging to the ſaid maſter, wardens, and ſociety, and to the proprietors of the ſtocks raiſed by ſeveral members of the ſaid ſociety for making chemical and glanenical medicines, commonly called the laboratory, and navy ſtocks of the ſaid ſociety, carried on in the name, and at the common hall of the ſaid ſociety: *And* the ſaid *William Walter* being deſirous to give ſecurity for the faithful diſcharge of the truſt repoſed

Two truſtees to be nominated by the company.

The grantor ſeized of the premiſſes in fee ſimple.

Having been choſen clerk of a company hath agreed to convey the eſtates to truſtees, nominated by the company, as a ſecurity for his fidelity.

poſed in him by the ſaid company, and the ſaid proprietors, hath propoſed and agreed to make ſuch grant and releaſe, as hereinafter is mentioned, as a ſecurity to the ſaid company for his fidelity in diſcharging the ſaid truſt: Now THIS INDENTURE WITNESSETH, that in purſuance of the ſaid agreement, and in order to ſave harmleſs, and keep indemnified the ſaid company from any loſs which may happen to the ſaid company by any breach of truſt, or wilful default of the ſaid *William Walter*, and alſo for and in conſideration of the ſum of ten ſhillings of lawful money of *Great Britain* to the ſaid *William Walter*, in hand paid by the ſaid *Samuel Kett* and *George Hand*, at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, and for divers other good cauſes and valuable conſiderations, him the ſaid *William Walter* hereunto moving, he the ſaid *William Walter*, (at the requeſt and by the direction and appointment of the ſaid maſter and wardens, teſtified by their being made parties to and ſealing and delivering theſe preſents,) *hath* granted, bargained, ſold, aliened, releaſed, and confirmed, and by theſe preſents *doth* (at ſuch requeſt, and by ſuch direction and appointment as aforeſaid,) grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Samuel Kett* and *George Hand*, (in their actual poſſeſſion, now being by virtue of a bargain and ſale to them thereof made in conſideration of five ſhillings made by the

The conſideration.

The conveyance.

Poſſeſſion tranſferred.

ſaid *William Walter* by indenture bearing date the day next before the day of the date of theſe preſents, for the term of one year, commencing from the day next before the day of the date of the ſaid indenture of bargain and ſale, and by force of the ſtatute made for transferring uſes into poſſeſſion,) and to their heirs and aſſigns, ALL that meſſuage, tenement, or dwelling houſe, ſituate in the town of *Newport*, in the county of *Monmouth*, in a certain ſtreet there called *Hewle Street*, together with the malt houſe, cyder mill, barns, ſtables, gardens and orchards thereunto belonging, and therewith held and enjoyed, late in the poſſeſſion and occupation of *Rich. Jones*, formerly of *Rich. Ding*, Eſq. but now unoccupied, mearing and adjoining to the lands belonging to *Newport Caſtle*, now of the *Duke* of *Beaufort*, to the garden and premiſſes, formerly of *Charles Cole*, and now of the ſaid *Richard Jones*, to the garden and premiſſes, now of *George Giles Maſon*, to the ſaid ſtreet called *Hewle Street*, and to the turnpike road leading from the ſaid town of *Newport* towards ———, on all or moſt parts and ſides thereof, and alſo all that capital meſſuage or tenement wherein *William Walter*, the grandfather of the ſaid *William Walter* party hereto, formerly did inhabit and dwell, called *Pant Gwin*, with one barn, one ox houſe, one ſtable, one garden, and two orchards thereunto belonging, and all thoſe ſeveral cloſes or parcels of land, arable, meadow, paſture, woods, and underwoods, to the ſaid cloſes

The parcels.

or

or parcels of land belonging, or in any wiſe appertaining, commonly called or known by the ſeveral names of *Garn Vawr*, *Caer Porch*, *Caer Fynnon*, *Caer Cappel*, *Gwordledy Pont*, *Caer Pant*, *Caer Pwlch*, *Caer Coed*, *Caer Skittor*, *Ycha Cae Dany Skibbor*, *Garth Coch Ycha*, and *Garth Coch Yſha*, or by what name or names ſoever the ſame are called and known, containing by eſtimation one hundred and thirty acres, (be the ſame more or leſs,) all which ſaid meſſuage or tenement, cloſes or parcels of land and premiſſes laſt mentioned, are ſituate, lying, and being in the ſeveral pariſhes of ——— and ——— in the ſaid county of *Monmouth*, by ancient mears and bounds there well known and diſtinguiſhed, and are now in the tenure or occupation of *Henry Hughes*: *And* all and ſingular outhouſes, edifices, buildings, yards, gardens, orchards, ways, paths, paſſages, waters, watercourſes, privileges, profits, commodities, advantages, hereditaments, and appurtenances whatſoever, to the ſaid ſeveral meſſuages or tenements, cloſes, and parcels of land belonging, or in any wiſe appertaining or therewith, or with any part thereof, uſed, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, or of any part thereof, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſaid premiſſes, and all the eſtate, right, title, intereſt, inheritance, uſe, truſt, property, poſſeſſion, be-

General words.

nefit, claim, and demand whatſoever, both at law and in equity of him the ſaid *William Walter*, of, in, to, or out of the ſame premiſſes, every or any part or parcel thereof, TO HAVE AND TO HOLD the ſaid meſſuages, tenements, or dwelling houſes, malt houſe, cyder mill, barns, ſtables, cloſes, pieces or parcels of land, hereditaments, and all and ſingular other the premiſes hereby granted and releaſed, or mentioned and intended ſo to be, with their and every of their appurtenances, unto the ſaid *Samuel Kett* and *George Hand*, their heirs and aſſigns, to the uſe of them the ſaid *Samuel Kett* and *George Hand*, their heirs and aſſigns for ever, upon the ſeveral truſts; nevertheleſs and to and for the ſeveral intents and purpoſes, and under and ſubject to the ſeveral powers, proviſoes, declarations, and agreements hereinafter expreſſed and declared of and concerning the ſame, AND for the better and more effectual conveying, aſſuring, and confirming the ſaid meſſuages, tenements, or dwelling houſes, malt houſe, cyder mill, cloſes, pieces or parcels of land, hereditaments and premiſſes hereby granted and releaſed, or intended ſo to be, unto them the ſaid *Samuel Kett* and *George Hand*, and their heirs, he the ſaid *William Walter*, for himſelf, his heirs, executors and adminiſtrators, and for the ſaid *Suſannah* his wife doth covenant, promiſe, and agree to and with the ſaid *Samuel Kett* and *George Hand*, their heirs and aſſigns, by theſe preſents, that he the ſaid *William Walter*

Habendum.

Covenant to levy a fine.

I ſubmit that this fine need not be levied in purſuance of the covenant in regard that the bond ſecurity appears to be very good, and the truſtees for the company may at any time require that the fine ſhall be levied if they ſhould ſee any reaſons for ſo doing.
J. H.

Walter and *Suſannah* his wife ſhall and will, as of *Eaſter* term next enſuing the day on which this indenture bears date, or of ſome other ſubſequent term, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more fine or fines, *Sur conuzance de droit come ceo*, whereupon proclamations ſhall be had and made according to the form of the ſtatute in that caſe made and provided, and the uſual courſe of fines for aſſurance of lands unto the ſaid *Samuel Kett* and *George Hand*, and their heirs, or the heirs of one of them, of the ſaid meſſuages, tenements, or dwelling houſes, cloſes, pieces or parcels of land, hereditaments and premiſſes hereby granted and releaſed, or mentioned and intended ſo to be, with their and every of their rights, members, and appurtenances, by ſuch name or names, quantities and qualities, and other certainties and deſcriptions, as ſhall be thought fit and convenient in that behalf, and as will effectually comprehend the ſame: *And* it is hereby declared and agreed by and between all and every the parties to theſe preſents, that the ſaid fine or fines ſo as aforeſaid, or in any other manner, or at any other time or times, levied or to be levied and acknowledged, and all and every other fine and fines, common recovery and common recoveries, conveyances and aſſurances in the law whatſoever, heretofore had, made, levied, acknowledged, ſuffered, or executed, or at any time hereafter to be had, made, levied, acknowledged,

The uſes declared.

ledged, ſuffered, or executed, of the ſame meſſuages, tenements, or dwelling houſes, cloſes, pieces or parcels of land, hereditaments and premiſſes, or any part thereof, by or between the ſaid parties to theſe preſents, or any of them, or whereunto they, or any of them, are or ſhall be party or parties, privy or privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued, and taken to be and enure, and ſo are and were meant, and intended to be and enure, and the full force and execution of the ſame, and of theſe preſents, ſhall be and enure, and the cognizee or cognizees in the ſaid fine or fines named or to be named, and his and their heirs ſhall ſtand and be ſeized of the ſaid meſſuages, tenements, or dwelling houſes, cloſes, pieces or parcels of land, hereditaments and premiſſes, with their and every of their appurtenances, to the uſe of them the ſaid *Samuel Kett* and *George Hand upon the ſeveral truſts nevertheleſs*; and to and for the ſeveral intents and purpoſes, and ſubject to the ſeveral powers, proviſoes, declarations and agreements herein after expreſſed and declared of and concerning the ſame, that is to ſay, UPON TRUST, that they the ſaid *Samuel Kett* and *George Hand*, and the ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, do and ſhall at any time or times hereafter, at the requeſt and by the direction of the maſter and wardens for the time being of the ſaid company of ———; ſuch requeſt and direction to be teſtified by writing under their reſpective

Upon truſt to raiſe money by ſale or mortgage, upon the direction of the company.

reſpective hands and ſeals, atteſted by two or more creditable witneſſes, by abſolute ſale or by mortgage or demiſe, for any term or terms of years, or other diſpoſition, of all or any part or parts of the ſaid meſſuages, tenements, or dwelling houſes, cloſes, pieces or parcels of land, hereditaments and premiſſes hereby granted and releaſed, or mentioned or intended ſo to be, levy and raiſe ſuch ſum and ſums of money as to them the ſaid *Samuel Kett* and *George Hand*, or the ſurvivor of them, or the heir or aſſigns of ſuch ſurvivor ſhall ſeem meet, and do and ſhall pay, apply, and diſpoſe of all ſuch ſum and ſums of money as ſhall come to his or their hands by any ſuch ſale, mortgage or diſpoſition as aforeſaid, to and for the purpoſes following, that is to ſay, do and ſhall, by and out of the ſame ſum and ſums of money, or any part thereof (after deducting thereout all ſuch coſts, charges, damages, and expences, as they the ſaid truſtees, their heirs, executors, or adminiſtrators, or any of them, ſhall, or may be at, put unto, ſuffer, or ſuſtain, in, or about the execution of all, or any of the truſts hereby in them reſpectively repoſed) pay unto the maſter and wardens of the ſaid company for the time being, for the uſe of the ſaid company, or to the proprietors of the ſaid ſtocks, or to any committee or committees thereof, or to ſuch perſon or perſons as by the ſaid maſter, wardens, and ſociety, and their ſucceſſors ſhall be directed or appointed to receive the

and out of ſuch monies to pay and ſatisfy the company all damages that they may ſuſtain by the grantor's miſconduct.

the ſame, all ſuch ſum and ſums of money as he the ſaid *William Walter* ſhall, from time to time receive, or be intruſted with, by, or for the uſe of the ſaid company, or their ſaid ſtocks; and for which he the ſaid *William Walter* ſhall not have duly and faithfully accounted, or actually and bona fide paid, or applied to, or for the uſe of the ſaid company, or their ſaid ſtocks: AND UPON FURTHER TRUST that they the ſaid *Sam. Kett* and *George Hand*, and the ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, do and ſhall ſtand ſeized of, and intereſted in the ſaid meſſuages, pieces or parcels of land, and premiſſes, until any ſuch ſale, mortage, or diſpoſition ſhall be made thereof as aforeſaid, in truſt to permit and ſuffer the ſaid *William Walter* to receive and take the rents, iſſues, and profits of the ſaid premiſſes, to and for his, and their own uſe and benefit, and ſubject to the truſts aforeſaid, UPON FURTHER TRUST that they the ſaid *Samuel Kett* and *George Hand*, and the ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, do and ſhall, from and after the deceaſe of the ſaid *William Walter*, releaſe and aſſure all and ſingular the ſaid meſſuages, tenements, or dwelling houſes, hereditaments and premiſſes, or ſuch part or parts thereof as ſhall remain unſold for the purpoſes aforeſaid, to the uſe of ſuch perſon or perſons, and for ſuch eſtate and eſtates, right and intereſt, as he the ſaid *William Walter* ſhall, by his laſt will and teſtament to be by him ſigned

The grantor till ſale may receive the rents.

The remainder of the monies raiſed, and ſuch part of the premiſſes as are unſold upon truſt for the grantor.

and publiſhed, ſo as by law is required for paſſing real eſtates, ſhall direct or appoint, and in default thereof to the right heirs of the ſaid *William Walter* for ever: AND it is hereby declared and agreed by, and between all the ſaid parties to theſe preſents, that when any ſum or ſums of money ſhall be paid into the hands of the ſaid *Samuel Kett* and *George Hand*, or of the ſurvivor of them, or the heirs of ſuch ſurvivor, by any purchaſer or purchaſers, mortgagee or mortgagees of all or any parts or part of the ſaid meſſuages, tenements, or dwelling houſes, cloſes, pieces, or parcels of land, hereditaments, and premiſſes herein before granted and releaſed to the ſaid *Samuel Kett* and *George Hand*, and their heirs as aforeſaid; the receipt and receipts of the ſaid *Samuel Kett* and *George Hand*, or of the ſurvivor of them, or the heirs of ſuch ſurvivor ſhall, from time to time, be good and effectual diſcharges to the perſon or perſons who ſhall pay, advance, or lend any ſuch ſum or ſums of money, for the ſum and ſums for which ſuch receipt or receipts ſhall be given; and the perſon or perſons who ſhall pay, advance, or lend any ſuch ſum or ſums of money, ſhall not afterwards be concerned to ſee to the application thereof, or be in any wiſe anſwerable or accountable for the loſs, miſapplication, or nonapplication thereof: PROVIDED ALWAYS, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that they the ſaid *Samuel*

Purchaſers not to be anſwerable for the miſapplication of the truſt monies.

Samuel Kett and *George Hand*, and all and every future truſtee and truſtees to be conſtituted or nominated in purſuance of the power herein after for that purpoſe contained, and each and every of them, their, and each and every of their heirs, executors, adminiſtrators, and aſſigns, ſhall be charged and chargeable only for ſuch monies, as they and every of them ſhall reſpectively actually receive, by virtue of the truſts hereby in them reſpectively repoſed, and the one of them ſhall not be anſwerable or accountable for the other or others of them, or for the acts, receipts, neglects, or defaults of the other or others of them, nor ſhall they, or any of them be anſwerable for any banker, goldſmith, broker, or other perſon with whom, or in whoſe hands any part of the ſaid truſt monies ſhall or may be lodged for ſafe cuſtody or otherwiſe, in the execution of any of the truſts before mentioned; neither ſhall they the ſaid truſtees, or any of them, be anſwerable or accountable for any misfortune, loſs, or damage, which may happen in the execution of the aforeſaid truſts, or otherwiſe, in relation thereto, except the ſame ſhall happen, by, or through their own wilful defaults reſpectively. And alſo that they the ſaid ſeveral truſtees, and every of them, their, and each of their heirs, executors, and adminiſtrators, ſhall and may, by and out of the monies which ſhall come to their hands by virtue of the truſts aforeſaid, retain to, and reimburſe himſelf and themſelves, and alſo ſhall and

The truſtees only to be anſwerable for their reſpective acts.

nd may out of ſuch monies allow to his and heir co-truſtee and co-truſtees all ſuch coſts, damages, and expences, as they, or any of them, hall or may reſpectively ſuſtain, expend, diſburſe, be at, or put unto, in or about the execuion of the truſts hereby in them repoſed, or any of them; PROVIDED ALSO, and it is hereby greed and declared, by, and between the ſaid parties to theſe preſents, that in caſe the ſaid *Samuel Kett* and *George Hand*, or either of them hall die, or be deſirous to quit, and be diſcharged of and from the truſts hereby in them epoſed as aforeſaid, or ſhall neglect, or refuſe to ct in the ſaid truſts, before the ſame truſts ſhall e fully performed and executed, then, and in ny ſuch caſe, and when and ſo ſoon, and as ften as the ſame ſhall happen, it ſhall and may e lawful to, and for the maſter and wardens of he ſaid company of ——— for the time being, y any writing or writings to be ſealed and deivered by them in the preſence of, and atteſted y two or more credible witneſſes, to nominate ubſtitute, or appoint any other perſon or perſons o be a truſtee or truſtees for the purpoſes aforeaid, or any of them in the place and ſtead of he ſaid preſent, or any ſucceeding, or other ruſtee or truſtees who ſhall ſo die, or be deſirous o quit, and be diſcharged of, and from, or reuſe or neglect to act in the ſaid truſt as aforeaid, and ſo from time to time as often as there hall be occaſion to nominate, ſubſtitute, aud appoint

The company may upon the death of a truſtee appoint another.

point any other perſon or perſons to be a truſtee or truſtees for the purpoſes aforeſaid, or any of them, in the place and ſtead of the ſaid preſent, or any ſucceeding, or other truſtee or truſtees who ſhall ſo die, or be deſirous to quit, and be diſcharged of, and from, or ſhall refuſe, or neglect to act in the ſaid truſts; and that when, and ſo often as any new truſtee or truſtees ſhall be nominated or appointed as aforeſaid, the ſaid truſt, eſtate, and premiſſes, or ſo much thereof as ſhall not then have been diſpoſed of for the purpoſes aforeſaid, ſhall be thereupon forthwith conveyed in ſuch way and manner, as that the ſame ſhall be legally and effectually veſted in the ſurviving or continuing former truſtee or truſtees, if any ſuch there ſhall be, and ſuch new truſtee or truſtees, upon the truſts aforeſaid, or ſuch of them as ſhall be then exiſting; and that all and every ſuch new truſtee or truſtees ſhall, and may in all things act and aſſiſt in the management, carrying on, and execution of the truſts aforeſaid, every, or any of them in conjunction with the other or others of them who ſhall ſurvive or continue, (if any ſuch there be) as fully and effectually in all reſpects, and to all intents and purpoſes, and with the like indemnification as if he or they had been originally in and by theſe preſents nominated or appointed a truſtee or truſtees for the purpoſes aforeſaid, or ſuch of them for which he or they ſhall be ſo nominated a truſtee or truſtees; any thing herein before contained

tained to the contrary thereof in any wiſe notwithſtanding. AND the ſaid *William Walter* for himſelf, his heirs, executors, and adminiſtrators, doth covenant, promiſe, and agree to and with the ſaid *Samuel Kett* and *George Hand*, their heirs and aſſigns, by theſe preſents in manner following; that is to ſay, that he the ſaid *William Walter*, at the time of the ſealing and delivery of theſe preſents, is ſeized of a good, ſure, lawful, and abſolute eſtate of inheritance in fee ſimple in poſſeſſion, of the ſaid meſſuages, tenements, or dwelling houſes, cloſes, pieces, or parcels of land, hereditaments and premiſſes herein before granted and releaſed to them the ſaid *Samuel Kett* and *George Hand*, their heirs and aſſigns as aforeſaid: *And* that he the ſaid *Williams Walter* now hath in himſelf good right, full power, and lawful and abſolute authority to grant and releaſe the ſaid meſſuages, tenements, or dwelling houſes, cloſes, pieces, or parcels of land, hereditaments, and premiſſes, with their, and every of their appurtenances unto, and to the uſe of the ſaid *Samuel Kett* and *George Hand*, and their heirs in manner and form, and for the intents and purpoſes herein before expreſſed; *and* that the ſaid meſſuages, tenements, or dwelling houſes, pieces, or parcels of land, hereditaments, and premiſſes, with their appurtenances ſhall from henceforth be and remain to the ſeveral uſes, upon the truſts, and for the ſeveral intents and purpoſes herein before limited, expreſſed, and declared, of and concerning

Covenant from the grantor that he is ſeized in fee.

Hath right to convey.

concerning the ſame; and that free and clear, and freely, clearly, and abſolutely acquitted, exonerated, and diſcharged, or otherwiſe, by the ſaid *William Walter*, his heirs, executors, or adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs, and indemnified of, from, and againſt all, and all manner of former and other gifts, grants, bargains, ſales, mortgages, jointures, dowers, uſes, intereſts, rents, arrears of rents, ſtatutes, judgments, recognizances, executions, titles, troubles, charges, and incumbrances whatſoever, had, made, done, committed, or ſuffered by the ſaid *William Walter*, or any perſon or perſons claiming, or to claim, by, from, or under, or in truſt for him, or by, from, under, or in truſt for *William Walter* his father, deceaſed: *And* alſo that he the ſaid *William Walter*, and his heirs, and all and every other perſon and perſons having, or lawfully claiming any eſtate, right, title, or intereſt of, in, or to the ſaid meſſuages, tenements, or dwelling houſes, pieces, or parcels of land, hereditaments, and premiſſes herein before granted and releaſed or mentioned, or intended ſo to be, or any part or parcel thereof, by, from, or under, or in truſt for him, them, or any of them, ſhall and will, from time to time, and at all times hereafter, at and upon the requeſt of the ſaid *Samuel Kett* and *George Hand*, or the ſurvivor of them, or the heirs and aſſigns of ſuch ſurvivor; but at the proper coſts and charges of the ſaid *William Walter*, his

Free from incumbrances.

Covenant for further aſſurances.

his heirs, executors, or adminiſtrators, make, do acknowledge, levy, ſuffer, and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered, and executed, all, and every ſuch further and other lawful and reaſonable act and acts, thing and things, fines, recoveries, devices, conveyances and aſſurances in the law whatſoever, for the further, better, more perfect, and abſolute granting, conveying, and aſſuring the ſaid meſſuages, tenements, or dwelling houſes, cloſes, pieces, or parcels of land, hereditaments, and premiſſes, and every part and parcel thereof, with their appurtenauces unto the ſaid *Samuel Kett* and *George Hand*, and their heirs, upon the ſeveral truſts, and for the ſeveral intents and purpoſes herein before expreſſed and declared of, and concerning the ſame, as by the ſaid *Sam. Kett* and *George Hand*, or the ſurvivor of them, or the heirs or aſſigns of ſuch ſurvivor, or by the maſter and wardens of the ſaid company of —— for the time being, or their, or any of their counſel learned in the law, ſhall be reaſonably deviſed, or adviſed and required: AND WHEREAS by indenture tripartite, bearing date on or about the 8th day of *May*, in the year of our Lord 1765, and made, or mentioned to be made between *Suſan Williams*, of the pariſh of *Dixton*, in the county of *Monmouth*, widow, and ſole executrix of the laſt will and teſtament of *William Williams*, then late of the ſame pariſh and county, yeoman,

Recital of an outſtanding term.

yeoman, deceaſed, of the firſt part, the ſaid *William Walter*, by his then name and deſcription of *Wiiliam Walter*, late of ——— *Hall*, but then of the *Inner Temple*, *London*, gentleman, eldeſt ſon and heir of *William Walter*, then late of the pariſh of ———, in the ſaid county of *Monmouth*, gentleman, of the ſecond part; and *Richard Roe*, of ——— aforeſaid, (ſince deceaſed) of the third part; the ſaid meſſuage or tenement, cloſes or parcels of land, hereditaments and premiſſes herein before mentioned, to be hereby granted and releaſed, and to be ſituate and being in the ſeveral pariſhes of ——— and ———, in the ſaid county of *Monmouth*, were aſſigned to, and veſted in the ſaid *Richard Roe*, his executors, adminiſtrators, and aſſigns, for the reſidue of a term of five hundred years, created of and in the laſt mentioned premiſſes (by indenture of releaſe of five parts, bearing date on or about the 24th day of *July*, in the year of our Lord 1730,) upon truſt nevertheleſs, that the ſaid *Richard Roe*, his executors, adminiſtrators, and aſſigns, ſhould, from time to time, and at all times thereafter, during all the reſidue and remainder of the ſaid term of five hundred years, thereby aſſigned, ſtand, and be poſſeſſed of, and intereſted in, all and ſingular the ſaid meſſuage or tenement, lands, hereditaments and premiſſes thereby aſſigned, with their appurtenances, in truſt for ſuch perſon and perſons

and

and for ſuch eſtate and eſtates, conditional or abſolute, and to, for, and upon ſuch uſes, truſts, intereſts, and purpoſes, and ſubject to ſuch proviſoes, conditions, declarations, limitations, and agreements, as he the ſaid *William Walter*, by any his deed or deeds, writing or writings, to be by him duly ſigned, ſealed, and executed in the preſence of two or more credible witneſſes, with or without power of revocation, ſhould, from time to time, order, direct, limit, or appoint; and in default of, and in the mean time, and until ſuch order, direction, limitation, or appointment, in truſt for the ſaid *William Walter*, his heirs and aſſigns, to the intent and purpoſe that the remainder of the ſaid term of five hundred years, ſhould attend and wait upon the freehold and inheritance of the ſaid thereby aſſigned premiſſes, and to protect and defend the ſame from and againſt all incumbrances, ſubſequent to the creation of the ſaid term, if any ſhould be; *And whereas* the ſaid *Richard Roe* having lately departed this life, the ſaid premiſſes for the reſidue of the ſaid term of five hundred years, are now veſted in the legal repreſentatives of the ſaid *Richard Roe*: *And this indenture further witneſſeth*, that, in purſuance of the ſaid agreement, the ſaid *William Walter*, for himſelf, his heirs, executors, and adminiſtrators, doth hereby covenant, promiſe, and agree, to and with the ſaid *Samuel Kett* and *George Hand*, their heirs and aſſigns, that the legal repreſentative of the ſaid

In whom veſted.

Covenant that the term ſhall be aſſigned.

Richard Roe ſhall at all times hereafter ſtand, and be poſſeſſed of, and intereſted in the premiſſes comprized in the ſaid term of five hundred years, for all the reſidue of the ſaid term, in truſt for the ſaid *Samuel Kett* and *George Hand*, their heirs and aſſigns, and to attend the inheritance of the ſaid premiſſes ſo as to protect and preſerve the ſame from all meſne or intervening incumbrances, if any ſuch there ſhall be. IN WITNESS, &c.

I have peruſed and do approve of this draught.

J. H.

The Leaſe for a Year, which preceded the laſt Deed.

THIS INDENTURE, &c. between *William Walter*, of ——— *Hall*, *London*, gentleman, of the one part; and the Rev. *Samuel Kett*, Rector of St. *B*——— *London*, Doctor in Divinity, and *George Hand*, of the *Old Jury*, *London*, gentleman, of the other part witneſſeth that for and in conſideration of five ſhillings of lawful money of *Great-Britain*, to him the ſaid *William Walter* in hand paid before the ſealing and delivery of theſe preſents by the ſaid *Samuel Kett* and *George Hand*, the receipt whereof is hereby acknowledged, he the ſaid *William Walter*, hath bargained and ſold, and by theſe preſents doth bargain and ſell unto the ſaid *Samuel Kett* and *George Hand*, all that, &c. *(as in releaſe)*

and

and the reverſion and reverſions, remainder and remainders thereof, TO HAVE AND TO HOLD the ſaid meſſuages, tenements, or dwelling houſes, malt houſe, cyder mill, barns, ſtables, cloſes, pieces, or parcels of land, hereditaments, and all and ſingular other the premiſſes hereby bargained and ſold or mentioned and intended ſo to be, with their, and every of their appurtenances unto the ſaid *Samuel Kett* and *George Hand*, their executors, adminiſtrators, and aſſigns, from the day next before the day of the date of theſe preſents, for and during and unto the full end and term of one whole year from thence next enſuing, and fully to be compleat and ended, *yielding and paying* therefore the rent of one pepper corn on the laſt day of the ſaid term (if lawfully demanded,) to the intent and purpoſe that (by virtue of theſe preſents, and of the ſtatute for transferring uſes into poſſeſſion) the ſaid *Samuel Kett* and *George Hand* may be in actual poſſeſſion of all and ſingular the ſaid hereby bargained premiſſes, and thereby enabled to take and accept a grant and releaſe to them and their heirs of the reverſion and inheritance thereof, *to, for, and upon ſuch uſes, truſts, intents and purpoſes as ſhall be limited, mentioned and declared thereof*, in and by a certain indenture tripartite already prepared and intended to bear date the day next after the day of the date of theſe preſents, and to be made between the ſaid *William Walter* and *Suſannah* his wife of the firſt part, *William Prout*, of *Tower-*

ſtreet,

ſtreet, in the city of *London*, ——— *William Lace*, *of Norfolk-ſtreet*, *near the Strand*, *in the county of Middleſex*, ———, and *George Clarke*, of *Smith-ſtreet*, in the ſaid county of *Middleſex*, ———, being the preſent maſter and wardens of the ſociety of the art and myſtery of ———, *London*, of the ſecond part, and the ſaid *Samuel Kett* and *George Hand* of the third part. IN WITNESS WHEREOF, &c.

No. XV. *A Releaſe for ſuffering a Recovery of Part of an Eſtate comprized in a Marriage Settlement, and for confirming the Uſes limited thereof by that Settlement.*

THIS INDENTURE QUADRUPARTITE, made the 31ſt day of *May*, in the 5th year of the reign of our ſovereign Lord *George* the Third, by the grace of God of *Great Britain*, *France* and *Ireland*, King Defender of the Faith, &c. and in the year of our Lord 17—, between *Humphrey Greg* the elder, of *Aſhparva*, in the county of *Salop*, gentleman, *Humphrey Greg* the younger, of *Twemtees*, in the pariſh of *Whitchurch*, in the ſaid county of *Salop*, gentleman, eldeſt ſon and heir at law of the ſaid *Humphrey Greg* the elder by *Ann* his late wife, deceaſed, formerly *Ann Kea*, ſpinſter, and *Mary* his wife, late *Mary Darlin*, ſpinſter, *Arthur Green* of *New Inn*, *London*, gentleman, and *Peter Greg* of *Whitchurch* aforeſaid,

aforeſaid, gentleman, of the firſt part; *Ralph Collet* of *Coppen*, in the county of *Cheſter*, gentleman, and *Benjamin Darlin* the younger, late of *Eightfield*, in the ſaid county of *Salop*, but now of *New Inn* aforeſaid, gentleman, and *Randle Greg*, of *Twemtees* aforeſaid, gentleman, and *Benjamin Darlin* the elder, of *Eightfield* aforeſaid, gentleman, of the ſecond part, *Thomas Collin* of *New Inn* aforeſaid, gentleman, of the third part; and *Nicholas Kent* of *New Inn* aforeſaid, Eſq. of the fourth part: *Whereas* by certain articles of agreement, bearing date on or about the 28th day of *December*, which was in the year of our Lord 1730, and made or mentioned to be made between the ſaid *Humphrey Greg* the elder, of the firſt part; *Elizabeth Kea* of *Whitchurch*, in the county aforeſaid, widow, and *Ann Kea*, ſpinſter, (daughter of the ſaid *Elizabeth*,) of the ſecond part; *Randle Kea* of *Croxton*, in the county of *Flint*, gentleman, of the third part; and the Reverend *Thomas Cott*, of *Dodington*, in the pariſh of *Whitchurch* aforeſaid, the Reverend *Thomas Holl*, of *Ham*, in the county of *Salop* aforeſaid, of the fourth part; in conſideration of a marriage then intended to be had and ſolemnized between the ſaid *Humphrey Greg* and the ſaid *Ann Kea*, and for other the conſiderations therein mentioned, he the ſaid *Humphrey Greg* did thereby for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, and agree to and with the ſaid *Elizabeth*

Before marriage an agreement to ſettle a copyhold eſtate.

Kea, her executors and adminiſtrators, that he the ſaid *Humphrey Greg*, and all other perſons claiming any right, title, or intereſt, in or to the ſame, ſhould and would, within ſix months next enſuing the ſolemnization of the ſaid intended marriage, at the coſts and charges of the ſaid *Humphrey Greg*, duly ſurrender into the hands of the lord of the manor of *Whitchurch* aforeſaid, or ſteward thereof, or otherwiſe, according to the cuſtom of the ſaid manor, (among other things,) all that cuſtomary meſſuage or tenement ſituate, lying, and being in *Aſhparva* aforeſaid, within the manor of *Whitchurch* aforeſaid, and all buildings, barns, ſtables, gardens, orchards, lands, meadows, leaſes, paſtures, hereditaments and appurtenances thereunto belonging, or to or with the ſame, then, or thentofore uſually ſet, enjoyed, lying, and being in *Aſhparva* aforeſaid, within the manor aforeſaid, then, or late in the tenure of *Mary Ford*, widow, or her under tenants, freed and diſcharged from all incumbrances whatſoever, and ſubject only to the rents and ſervices due and owing to the lord of the ſaid manor, *to the uſe* of the ſaid *Humprey Greg* and his aſſigns, for and during the term of his natural life, and from and after the determination of ſuch eſtate for life to the uſe of the ſaid *Randle Kea*, and his heirs, during the life of the ſaid *Humphrey Greg*, in truſt to preſerve the contingent remainders thereinafter limited, and from and after his deceaſe *to the uſe* of the ſaid

Ann

Ann Kea and her aſſigns, for and during her natural life, in caſe ſhe ſhould ſurvive her ſaid intended huſband, in bar of dower and free bench for or in reſpect of the ſaid *Ann*, and from and after the ſeveral deceaſes of the ſaid *Humphrey Greg* and *Ann Kea*, *to the uſe* of the firſt, ſecond, and all other the ſon and ſons of the ſaid *Humphrey Greg*, on the body of the ſaid *Ann* begotten, in tail, to take according to the ſeniority of age of ſuch ſon and ſons ſucceſſively, and for want of ſuch iſſue male, *to the uſe* of the ſaid *Humphrey Greg*, his heirs and aſſigns for ever, as in and by the ſaid articles, relation being thereunto had, may more fully and at large appear; *And whereas* the marriage between the ſaid *Humphrey Greg* and *Ann Kea* took effect, and was duly had and ſolemnized, and the ſaid *Ann*, the wife of the ſaid *Humphrey Greg*, afterwards died, leaving the ſaid *Humphrey Greg* the huſband, and the ſaid *Humphrey Greg* the younger, the eldeſt ſon of the ſaid marriage her ſurviving; *And whereas* before any ſurrender was made by the ſaid *Humphrey Greg* of the ſaid copyhold premiſſes to the uſes of the ſaid marriage articles in purſuance of the ſaid covenant, on the part of the ſaid *Humphrey Greg* therein in that behalf contained, the moſt noble *Francis*, duke of *Bridgwater*, lord of the ſaid manor of *Whitchurch*, by certain indentures of leaſe and releaſe, bearing date reſpectively the 24th and 25th days of *September*, which was in the year of our Lord

The marriage took effect.

Before a ſurrender was made the eſtate was enfranchiſed.

Lord 1762, and made or mentioned to be made between him the ſaid Duke of the one part, and the ſaid *Humphrey Greg* of the other part, did for the purpoſe of enfranchiſing the ſaid copyhold or cuſtomary premiſſes, and releaſing and extinguiſhing the ſeveral rents, hereditaments, and ſervices due and of right accuſtomed in reſpect thereof, and for the conſideration of ſeventy-four pounds and ten ſhillings therein mentioned to be paid by the ſaid *Humphrey Greg* to the ſaid Duke, grant, releaſe, and confirm unto the ſaid *Humphrey Greg* and his heirs, (among other things) all that the ſaid cuſtomary meſſuage or tenement and lands herein before mentioned to be ſituate, lying, and being in *Aſh-parva* aforeſaid, within the ſaid manor of *Whitchurch*, and held of the ſaid manor, and comprized in the ſaid hereinbefore in part recited marriage articles, and therein covenanted to be ſurrendered (among other things) by the ſaid *Humphrey Greg*, in manner beforementioned, with their and every of their appurtenances, and the reverſion and reverſions, remainder and remainders, heriots, iſſues and profits, of all and ſingular the ſaid premiſſes, and all the eſtate, right, title, intereſt, uſe, truſt, property, claim and demand whatſoever, of him the ſaid Duke, of, in, or to the ſaid copyhold or cuſtomary premiſſes, every or any part or parcel thereof, *to hold* the ſame unto and to the uſe of the ſaid *Humprey Greg*, his heirs and aſſigns for ever,

freed,

freed, enfranchiſed, and abſolutely diſcharged of and from all rents, yearly and other payments, fines, heriots, ſuits, and ſervices whatſoever, by uſage, cuſtom, preſcription, or otherwiſe howſoever, except as therein is excepted: *And whereas* the ſaid meſſuage, or tenements and lands, hereinbefore particularly mentioned, were afterwards, (among other lands and hereditaments) by good and ſufficient conveyance and aſſurance in the law, for the conſideration therein mentioned, granted, and conveyed by the ſaid *Humphrey Greg* the elder, unto and to the only proper uſe and behoof of the ſaid *Humphrey Greg* the younger, his heirs and aſſigns for ever; *And whereas* by certain indentures of leaſe and releaſe, bearing date reſpectively the 6th and 7th days of *November* laſt paſt, the releaſe being quinquepartite, and made or mentioned to be made between the ſaid *Humphrey Greg* the younger, of the firſt part; the ſaid *Arthur Green* and *Peter Greg*, of the ſecond part; the ſaid *Ralph Collet* and *Abraham Darlin*, of *Aſton Juxta Maudrun*, in the pariſh of *Acton*, in the ſaid county of *Cheſter*, gentleman, ſince deceaſed, of the third part; the ſaid *Benjamin Darlin* the younger, and *Randle Greg*, of the fourth part; and the ſaid *Beujamin Darlin* the elder, and the ſaid *Mary* the wife of the ſaid *Humphrey Greg*, by the name and deſcription of *Mary Darlin*, only daughter of the ſaid *Benjamin Darlin* the elder, of the 5th part; in conſideration of a marriage then intended, and

The premiſſes conveyed to a ſon.

A ſettlement on his marriage recited.

and which hath ſince been duly had and ſolemnized between the ſaid *Humprey Greg* the younger, and the ſaid *Mary Darlin*, and for other the conſiderations therein mentioned, the ſaid meſſuage, or tenement and lands, hereinbefore particularly mentioned and comprized in the ſaid hereinbefore in part recited marriage articles, and in the ſaid indenture of releaſe now in recital, more fully deſcribed with their and every of their appurtenances, were (among other meſſuages, lands, and hereditaments therein mentioned) granted and conveyed by the ſaid *Humphrey Greg* the younger, unto and to the uſe of the ſaid *Arthur Green* and *Peter Greg*, and their heirs and aſſigns for ever, upon the truſts, and to and for the ſeveral uſes, intents, and purpoſes therein and hereinafter mentioned, that is to ſay, to the uſe and behoof of the ſaid *Humphrey Greg* the younger, and his heirs, until the ſolemnization of the ſaid then intended marriage, and from and immediately after the ſame then to the uſe and behoof of the ſaid *Humphrey Greg* the younger, and his aſſigns for and during the term of his natural life, without impeachment of or for any manner of waſte; and from and after the determination of that eſtate to the uſe of the ſaid *Arthur Green* and *Peter Greg*, and their heirs, upon truſt to preſerve the contingent remainders during the life of the ſaid *Humphrey Greg* the younger, and from and after his deceaſe to the uſe and behoof of the ſaid *Ralph Collet* and *Abraham Darlin*, their

executors,

executors, administrators, and assigns, for the term of ninety-nine years, if she the said *Mary Darlin* should so long live, to commence and be computed from the time of the decease of the said *Humphrey Greg* the younger, in trust and to the intent and purpose that they the said *Ralph Collet* and *Abraham Darlin*, and the survivor of them, and the executors, administrators and assigns of such survivor should yearly and every year during so many years of the said ninety-nine years as should run out and expire in the life-time of the said *Mary Darlin*, by and out of the rents, issues, and profits, of all and singular the premisses, raise, levy, and receive one annuity or clear yearly rent charge of twenty-five pounds, clear of all deductions whatsoever, to be paid to her the said *Mary Darlin* and her assigns, for and during the term of her natural life for her jointure, and in bar of dower, with power of entry and distress in failure of payment, in manner therein mentioned, and subject thereto, then to the use and behoof of the said *Benjamin Darlin* the younger, and *Randle Greg*, their executors, administrators and assigns, for the term of five hundred years, to commence and be computed from the time of the decease of the said *Humphrey Greg* the younger, *upon trust* to raise portions for younger children, in such manner, and in such cases and events, and subject to such provisoes and conditions as therein is mentioned, and from and immediately after

the end, expiration, ſurrender, or other determination of the ſaid term of five hundred years, then to the uſe of the firſt ſon of the body of the ſaid *Humphrey Greg* on the body of the ſaid *Mary Darlin* lawfully to be begotten, and the heirs of the body of ſuch firſt born ſon lawfully iſſuing, and for default of ſuch iſſue to the uſe of the ſecond ſon of the body of the ſaid *Humphrey Greg* on the body of the ſaid *Mary Darlin* lawfully to be begotten, and the heirs of the body of ſuch ſecond ſon lawfully iſſuing, and for default of ſuch iſſue, to the uſe of the third, fourth, fifth, ſixth, ſeventh, and all and every other ſon and ſons of the body of the ſaid *Humphrey Greg* on the body of the ſaid *Mary Darlin* lawfully to be begotten, and the heirs of the body and bodies of ſuch third, fourth, fifth, ſixth, ſeventh, and all and every ſuch other ſon and ſons lawfully iſſuing, ſeverally, ſucceſſively, and in remainder one after another, as they and every of them ſhall be in ſeniority of age, and priority of birth, the elder of ſuch ſons, and the heirs of his body iſſuing to take and be always preferred before the younger of them, and the heirs of his body iſſuing; and for want and in default of ſuch iſſue, then to the uſe and behoof of all and every the daughter and daughters of the body of the ſaid *Humphrey Greg* on the body of the ſaid *Mary Darlin* lawfully to be begotten, and the heirs of the reſpective body and bodies of all and every ſuch daughter and

daughters lawfully iſſuing, ſuch daughters, if more than one, to take as tenants in common, and not as joint tenants; and for want and in default of ſuch iſſue, then to the uſe and behoof of the ſaid *Mary Darlin* and her aſſigns, for and during the term of her natural life, and from and immediately after her deceaſe then to the uſe and behoof of the right heirs of the ſaid *Humphrey Greg* the younger, for ever: *And* in and by the ſaid indenture of releaſe now in recital, the ſaid *Humphrey Greg* the younger, for himſelf and his heirs, and all perſons claiming under him, or any of his anceſtors, did covenant to make, do, and execute, and to cauſe and procure to be made, done, and executed, all ſuch acts, matters, and things, and all ſuch conveyances and aſſurances as ſhould be reaſonably deviſed or adviſed, or required, for the better conveying, aſſuring, and confirming the ſaid meſſuage, lands, and hereditaments, thereby granted and releaſed, to the ſeveral uſes therein before expreſſed concerning the ſame, as in and by the ſaid in part recited indentures of leaſe and releaſe, relation being thereunto had, may more fully and at large appear: *And whereas* ſince the execution of the ſaid laſt in part recited indentures of leaſe and releaſe and ſettlement, and the ſolemnization of the ſaid marriage between the ſaid *Humprey Greg* the younger and *Mary* his wife, ſome doubts and queſtions have ariſen in reſpect to the ſettling and limiting by the ſaid indentures

Doubts having ariſen as to the validity of the laſt deed, a recovery has been agreed to be ſuffered.

indentures the ſaid meſſuage, or tenement and lands hereinbefore particularly mentioned, [being that part of the ſeveral eſtates comprized in the ſaid ſettlement, which in and by the ſaid herein before recited articles, made previous to the marriage of the ſaid *Hnmphrey Greg* the elder with the ſaid *Ann Kea*, was thereby (among other things,) covenanted to be ſurrendered as aforeſaid] upon the truſts, and to and for the ſeveral uſes, and in the manner the ſame now ſtand ſettled and limited under and by virtue of the ſame indentures, by reaſon of the enfranchiſement thereof to the ſaid *Humphrey Greg* the elder, by the ſaid Duke of *Bridgwater* in manner aforeſaid, before any ſurrender thereof was made to the uſes of the ſaid recited articles, purſuant to the covenant of the ſaid *Humprey Greg* for that purpoſe contained therein; and for that no recovery or ſurrender in the nature thereof was ever ſuffered or made by the ſaid *Humphrey Greg* the elder and *Humphrey Greg* the younger, of the ſame meſſuage and lands, in the court held for the aforeſaid manor of *Whitchurch*, for barring and extinguiſhing the equitable eſtate tail, or intereſt, in remainder, expectant upon the death of the ſaid *Humphrey Greg* the elder, of, in, and to the ſame premiſſes, veſted or executed under or by virtue of the ſaid articles, in him the ſaid *Humphrey Greg* the younger, as the firſt and eldeſt ſon of him the ſaid *Humphrey Greg* the elder by the ſaid *Ann Kea*:

Kea: *And therefore*, and in order to obviate and remove all ſuch doubts and queſtions, and to the end and intent, that the ſaid meſſuage and lands, concerning the title whereof ſuch doubts and queſtions have ſo ariſen and been moved as aforeſaid, may remain, and continue to ſtand, well and effectually ſettled and limited to ſuch uſes, upon ſuch truſts, and ſubject to ſuch powers, proviſoes, limitations, conditions, covenants and agreements, as the ſame do now ſtand ſettled, limited, and aſſured, and are ſubject to reſpectively, under or by virtue of the ſaid in part recited indentures of leaſe and releaſe, or ſettlement, made previous to the marriage of the ſaid *Humphrey Greg* the younger, and *Mary* his now wife as aforeſaid; and that all the uſes and truſts declared of or concerning the ſame, in and by the ſame indentures, may be corroborated and confirmed, and well and ſufficiently effectuated, according to the true intent and meaning of the ſame indentures; and the parties thereunto, the ſaid *Humphrey Greg* the elder, and *Humphrey Greg* the younger, and *Mary* his wife, with the privity, conſent, and concurrence of the ſaid *Ralph Collet*, *Benjamin Darlin* the younger, and *Randle Greg*, and the ſaid *Benjamin Darlin* the elder, reſpectively, have applied to, and requeſted the ſaid *Arthur Green* and *Peter Greg* to join with them in making a good and perfect tenant to the præcipe, for ſuffering a common recovery with treble

voucher, of the meſſuage and lands aforeſaid, to the uſe of the ſaid marriage ſettlement; and ſuch recovery hath thereupon been agreed to be had and ſuffered accordingly: NOW THIS INDENTURE WITNESSETH, that in conſideration of the ſaid marriage ſo had and ſolemnized by and between the ſaid *Humphrey Greg* the younger and *Mary* his now wife as aforeſaid, as well to and for the end and intent hereinbefore recited, as alſo for the barring, docking, and extinguiſhing of the beforementioned equitable eſtate tail, by virtue of the ſaid recited articles, ſo as aforeſaid veſted in the ſaid *Humghrey Greg* the younger in remainder, expectant upon the deceaſe of the ſaid *Humphrey Greg* the elder, of and in the meſſuage and lands aforeſaid, and hereinafter mentioned and intended to be hereby releaſed and conveyed; and likewiſe for the barring, docking, and deſtroying all other eſtates tail, and all remainders and reverſions thereon depending, now veſted or executed in him the ſaid *Humphrey Greg* the younger, or in the ſaid *Humphrey Greg* the elder, by virtue of the ſaid articles hereinbefore recited or referred to, or by virtue of, or under any other deed, ſettlement, or aſſurance whatſoever; and for and in conſideration of the ſum of five ſhillings, a piece of lawful money of *Great Britain*, by the ſaid *Thomas Collin* in hand well and truly paid to the ſaid *Humphrey Greg* the elder, *Humphrey Greg* the younger, *Arthur Green* and *Peter Greg*, at

For barring the equitable eſtate tail under the firſt articles, and other conſiderations.

at and immediately before the enſealing and delivery of theſe preſents, the receipt whereof reſpectively is hereby acknowledged, they the ſaid *Humphrey Greg* the elder, and *Humphrey Greg* the younger, and alſo the ſaid *Arthur Green* and *Peter Greg*, in purſuance of the ſaid covenant for further aſſurance, ſo as aforeſaid contained in the ſaid laſt recited indenture of releaſe, by and with the privity, conſent, and concurrence of the ſaid *Ralph Collet*, *Benjamin Darlin* the younger, *Randle Greg*, and *Benjamin Darlin* the elder, teſtified by their being made parties to, and reſpectively ſealing and executing theſe preſents, *have*, and each of them *hath* granted, bargained, ſold, releaſed, and confirmed, and by theſe preſents *do*, and each of them *doth* grant, bargain, ſell, releaſe, and confirm unto the ſaid *Thomas Collin*, (in his actual poſſeſſion, now being by virtue of a bargain and ſale to him thereof made by the ſaid *Humphrey Greg* the elder, *Humphrey Greg* the younger, *Arthur Green*, and *Peter Greg*, by indenture bearing date the day next before the day of the date of theſe preſents, in conſideration of five ſhillings for one whole year, commencing from the day next before the day of the date thereof, and by force of the ſtatute made for transferring of uſes into poſſeſſion) his heirs and aſſigns ALL that meſſuage or tenement, with the land, hereditaments, and appurtenances thereunto belonging, or therewith uſually en-

The releaſe.

joyed, ſituate, lying, and being in *Aſhparva*, otherwiſe *Little A——*, within the pariſh of *W——* aforeſaid, heretofore purchaſed by the ſaid *Humphrey Greg* the elder, of and from *John Sutton*, of the city of London, baker, and then in the holding or occupation of *Mary Ford*, widow, her under-tenants or aſſigns, and now or late in the tenure, holding, or occupation of *John Sley*, his under-tenants, or aſſigns, with their and every of their rights, members, and appurtenances, which ſaid meſſuage or tenement, and premiſſes, were heretofore part and parcel of the copyhold or cuſtomary meſſuages, and lands ſo covenanted by the ſaid *Humphrey Greg* the elder, in and by his ſaid marriage articles to be ſurrendered, and afterwards enfranchiſed to him by the ſaid *Duke of Bridgewater* as aforeſaid, and ſince conveyed (among other lands and hereditaments) by the ſaid *Humphrey Greg* the elder, to the ſaid *Humphrey Greg* the younger, and his heirs as hereinbefore is mentioned, and alſo comprized and mentioned in the ſaid in part recited certain indentures of leaſe and releaſe, and ſettlement of the 6th and 7th days of *November* laſt paſt, and thereby (among other things) releaſed and conveyed to the ſaid *Arthur Green* and *Peter Greg*, in manner therein mentioned, and to ſuch effect as hereinbefore is recited, and the reverſion and reverſions, remainder and remainders, rents, iſſues, and profits, of all and ſingular the ſaid premiſſes,

General words.

premiſes, and every part and parcel thereof, and all the eſtate, right, title, intereſt, inheritance, uſe, property, poſſeſſion, claim and demand, whatſoever of them the ſaid *Humphrey Greg* the elder, *Humphrey Greg* the younger, *Arthur Green*, and *Peter Greg*, or any, or either of them, of, in, or to the ſame, or any part or parcel thereof, TO HAVE AND TO HOLD the ſaid meſſuage or tenement, lands, hereditaments, and all an d ſingular other the premiſſes mentioned to be hereby granted and releaſed, with their and every of their appurtenances unto the ſaid Thomas Collin, his heirs and aſſigns, to the uſe of the ſaid Thomas Collin, his heirs and aſſigns for ever, to the end and intent that the ſaid Thomas Collin may become tenant of the freehold of the premiſſes to him conveyed as aforeſaid; ſo that a good and perfect common recovery, with treble voucher, according to the courſe of common recoveries in ſuch caſes uſed, may be thereof had and ſuffered, in ſuch manner as hereinafter mentioned; to which end and purpoſe, it is hereby agreed and declared, that it ſhall and may be lawful to and for the ſaid *Nicholas Kent* to ſue forth and proſecute out of his Majeſty's High Court of Chancery one or more writ or writs of entry *ſur diſſeizin en le poſt*, to be directed to the ſheriff of the county of *Salop*, and to be returnable and returned in the Court of Common Pleas at *Weſtminſter*, by which ſaid writ or writs ſo to iſſue out of the

Habendum t the grantee to make him tenant to the præcipe, that a recovery may be ſuffered.

The manner thereof and parties.

ſaid Court of Chancery the ſaid *Nicholas Kent* ſhall demand the ſaid meſſuage or tenement, lands, hereditaments, and premiſſes, mentioned to be hereby granted and releaſed, againſt the ſaid *Thomas Collin*, by ſuch names and deſcriptions to aſcertain the ſame as ſhall be thought fit and requiſite in that behalf, to which ſaid writ and writs of entry *ſur diſſeizin*, the ſaid *Thomas Collin* ſhall appear gratis, either in perſon or by attorney, and vouch to warranty the ſaid *Humphrey Greg* the younger, who ſhall alſo appear gratis, either in perſon or by attorney, and enter into the warranty, and vouch over to warranty the ſaid *Humphrey Greg* the elder, who ſhall alſo appear gratis either in perſon or by attorney in the warranty, and vouch over to warranty the common vouchee of the ſaid Court of Common Pleas, who ſhall likewiſe appear and plead; and after imparlance ſhall depart in contempt of the Court, and make default; and all and every other acts and things ſhall be done and performed and executed, ſo that a good and perfect common recovery, with treble voucher, according to the courſe of common recoveries, may be had, perfected, and ſuffered, of the ſaid meſſuages, tenements, lands, hereditaments, and premiſſes, hereinbefore mentioned to be hereby releaſed, ſome time before the end of the next *Trinity* term: AND IT IS HEREBY AGREED AND DECLARED by and between the parties to theſe preſents, and the true intent

The uſes thereof declared in confirmation of the firſt ſettlement.

intent and meaning of them, and of theſe preſents are, that the ſaid common recovery ſo agreed to be had and ſuffered, after the ſame ſhall be had and ſuffered and perfected as aforeſaid, and the full force and execution thereof, and all and every other common recovery and common recoveries, fine and fines, conveyance and conveyances in the law whatſoever, at any time heretofore had, made, ſealed, acknowledged, levied, ſuffered, and executed, of and concerning the ſaid meſſuage or tenement, lands, hereditaments and premiſſes hereinbefore mentioned to be hereby granted and releaſed, or any part or parts thereof, by and between the parties to theſe preſents, or any of them, or whereunto they, or any of them, was, were, is, are, or ſhall be parties or party, was, were, is, are, and ſhall be, and enure, and ſhall be adjudged, deemed, and taken to be, and enure to the uſe and behoof of the ſaid *Humphrey Greg* the younger, and his aſſigns, for and during the term of his natural life, without impeachment of, or for any manner of waſte, and from and after the determination of that eſtate, to the uſe and behoof of the ſaid *Arthur Green* and *Peter Greg*, and their heirs, during the life of the ſaid *Humphrey Greg* the younger, upon truſt, to preſerve the contingent uſes, eſtates, and remainders hereinafter referred to from being defeated or deſtroyed; and for that purpoſe to make entries, or bring actions, as

occaſion ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Humphrey Greg* the younger, and his aſſigns, to receive and take the rents, iſſues, and profits thereof, to his and their own uſe and benefit, during his natural life; and from and immediately after the deceaſe of the ſaid *Humphrey Greg* the younger, then to, for, and upon, and ſubject to ſuch and ſo many of the uſes, truſts, eſtates, powers, proviſoes, limitations, conditions, declarations, covenants, and agreements, in and by the indentures of leaſe and releaſe, and ſettlement, of the ſixth and ſeventh days of *November* laſt paſt, hereinbefore recited, limited, created, mentioned, expreſſed, provided, and declared of and concerning the ſeveral meſſuages or tenements, lands and hereditaments, comprized and mentioned in the ſame indenture, and herein expreſſed, or intended to be hereby releaſed and conveyed as aforeſaid, as at the deceaſe of the ſaid *Humphrey Greg* the younger ſhall be exiſting, undetermined, or capable of taking effect, and to and for no other uſe, intent, or purpoſe whatſoever. In Witneſs, &c.

Mr. Booth is deſired to give his opinion whether there is or is not a neceſſity for this recovery.

I have peruſed this draught which (ſubject to the corrections and alterations which I have inſerted) appears to be very well drawn; and I concur in opinion with the gentlemen who have adviſed this recovery; for there being other ſons of the marriage betwixt Humphrey Greg, *ſenior, and* Ann

Ann Kea, *beſides* Humphrey Greg, *junior*, *I conceive an equitable eſtate tail, under the articles of the* 28*th of* December 17—, *ariſe in the premiſſes to* Humphrey Greg, *junior, with remainder in tail, to all other the ſons of* Humphrey Greg, *ſenior, by the ſaid* Ann, *with reverſion to the ſaid* Humphrey Greg, *ſenior, in fee; and if any of the agents of the* Darlin's *family had notice of the ſaid articles of the* 28*th of* December 17—, *ſuch ſecond or other ſon of the ſaid* Humphrey Greg, *ſenior, and perhaps alſo the iſſue male of* Mr. Humphrey Greg, *junior, might ſet up the intail created by thoſe articles againſt the uſes of the ſettlement of* November *laſt in favour of* Mary *the daughter of* Mr. Darlin, *and her iſſue or younger children, and ſo defeat ſome of the proviſions by that ſettlement made for them. By ſuffering the now intended recovery, in purſuance of the deed whereof this is to be a draught, that will be prevented, and the ſaid ſettlement will be confirmed, whereas the caſe will be very hazardous without, it being a rule that equitable eſtates tail are only to be barred, by uſing and following the ſame ways and methods for the barring and defeating the ſame, as it would be requiſite to uſe and follow for that purpoſe were they turned into legal eſtates tail. This I think is very clear.*

James Booth.

A Releaſe

No. XVI. *A Releaſe for ſuffering a Recovery, in order to ſecure the Payment of an Annuity, and confirm a Will.*

THIS INDENTURE of five parts, &c. between *George Dorr*, of *S*——, in the county of *Hertford*, yeoman, and *Mary* his wife, and *William Lint* of the ſame place, miller, and *Suſannah* his wife, which ſaid *Mary Dorr*, and *Suſannah Lint*, are the only children and coheirs of *Nathaniel Litt*, late of S—— aforeſaid, miller, deceaſed, of the firſt-part; *Suſannah Litt* of *S*—— aforeſaid, widow, and relict of the ſaid *Nathaniel Litt*, of the ſecond part; *Richard Reg* of *London*, gentleman, of the third part; *Oliver Hum* of *Tottenham High Croſs*, in the county of *Middleſex*, gentleman, and *Richard Kenrick* of *Wood Sreet*, *London*, ſtationer, of the fourth part; and *William Dans*, of *Biſhop Stortford*, in the ſaid county of *Hertford*, baker, of the fifth part: *Whereas John Litt*, heretofore of *Sabrid* aforeſaid, miller, deceaſed, (grandfather of the ſaid *Mary Dor* and *Suſannah Lint*,) by his laſt will and teſtament in writing duly executed, bearing date on or about the 15th day of June, which was in the year of our Lord 1722, did (amongſt other things) give and deviſe unto his wife *Mary* all that his water mill called *Sabrid Mill*, with the meſſuage or dwelling-houſe, barns, ſtables, out-houſes, buildings, yards, gardens, orchards,

A will recited, whereby the teſtator gave the premiſſes unto his wife for life, remainder to his ſon in tail general charged with the payment of legacies.

orchards, and appurtunances thereto belonging; and alſo one piece or parcel of meadow ground lying behind the ſaid mill, called the *Mill Bank*, ſituate in *Sabrid* aforeſaid, and then in the occupation of the ſaid *John Litt*, and which are part of the premiſes hereinafter mentioned to be hereby granted and releaſed, to hold the ſame unto the ſaid *Mary* his wife during her natural life, and after her deceaſe unto his ſon the ſaid *Nathaniel Litt*, and the heirs of his body lawfully begotten, charged with the payment of ſeveral ſums of money amounting together to the ſum of one hundred and thirty pounds; and for want of ſuch iſſue, the ſaid teſtator deviſed the ſaid premiſſes unto and amongſt ſuch of his children as ſhould be then living, equally to be divided between them and their heirs as tenants in common, and appointed his ſaid wife and ſon *Nathaniel Litt*, executrix and executor of his ſaid will, who duly proved the ſame: *And wheras* the ſaid *Nathaniel Litt* immediately after he came into poſſeſſion of the aforeſaid premiſſes, paid the ſeveral legacies charged thereon by the will of his father the ſaid *John Litt*: *And whereas* the ſaid *Nathaniel Litt* is lately deceaſed, having duly made and publiſhed his laſt will and teſtament in writing, bearing date on or about the 30th day of December, which was in the year of our Lord 1767; and thereby amongſt other things deviſed the ſaid meſſuage or tenement, mill, lands, and hereditaments, together with the other

The ſon paid the legacies.

The ſon made a will and deviſed the eſtates in favour of his children, charged with the payment of an annuity to his wife.

other hereditaments hereinafter mentioned, to be hereby granted and releaſed unto the ſaid *William Lint*, and *Suſannah* his wife, to hold to them and their aſſigns, during their natural lives and the life of the ſurvivor or longer liver of them, and from and immediately after the deceaſe of ſuch ſurvivor, the ſaid *Nathaniel Litt* deviſed the ſaid premiſſes unto the heirs of the body of the ſaid *Suſannah Lint* lawfully begotten, and in default of ſuch iſſue to and equally between ſuch and ſo many of the children of the ſaid *Mary Dorr* as ſhould be then living, and to their heirs and aſſigns for ever as tenants in common, ſubject nevertheleſs to, and he did thereby charge the ſaid premiſſes with, the payment of an annuity or clear yearly ſum of fifty pounds, unto his wife the ſaid *Suſannah Litt*, party hereto during her natural life by quarterly payments, at *Lady-Day*, *Midſummer*, *Michaelmas*, and *Chriſtmas-Days*, the firſt payment thereof to begin and be made on ſuch of the ſaid feaſt-days as ſhould firſt happen next after his deceaſe; and, ſubject alſo to and charged with the payment of fifty pounds to the ſaid *Mary Dorr* within three months next after his deceaſe, for her ſole and ſeparate uſe, and likewiſe with the payment of the further ſum of two hundred and fifty pounds within three months next after his ſaid wife's deceaſe to his nephew *Andrew Litt*, of *Sheering*, in the county of *Eſſex*, miller, (one of his executors thereinafter named) to be by him placed out at intereſt

And alſo to the payment of 250l to another perſon after her death upon truſt for a party hereto.

intereſt, upon government or other ſecurities, and the intereſt thereof applied for the ſole and ſeparate uſe of the ſaid *Mary Dorr* during her life, and after her deceaſe the principal money to be divided equally amongſt her children then living ſhare and ſhare alike: And the ſaid *Nathaniel Litt* deviſed all his other freehold meſſuages, lands, hereditaments, and premiſſes therein particularly mentioned, unto the ſaid *Mary Dorr*, for her ſeparate uſe during her life, and after her deceaſe to her children by the ſaid *George Dorr*, in manner therein mentioned and appointed his ſaid wife *Suſannah Litt* and the ſaid *Andrew Litt*, executors of the ſaid will; *And whereas* the ſaid *Nathaniel Litt*, by a codicil to his ſaid will, duly executed, bearing date on or about the 8th day of *April* laſt paſt, in order to obviate and remove all diſputes and difficulties which might ariſe between the ſaid *Mary Dorr*, and *Suſannah Lint*, or their heirs, concerning the will of his father the aforeſaid *John Litt*, deceaſed, did expreſsly order and direct that the ſaid *Mary Dorr* or her heirs, ſhould before ſhe or they enjoyed any part of his real or perſonal eſtate by virtue of his ſaid will (if the ſame ſhould be thought requiſite) execute and deliver to the ſaid *William Lint*, and *Suſannah* his wife, ſuch proper deed or deeds of releaſe as counſel ſhould adviſe, of all the eſtate, right, title, and intereſt whatſoever, which ſhe the ſaid *Mary Dorr*, or her heirs, might or could claim, in, to, or out of all, or any part

He by a codicil directed that his will ſhould, after his death, be confirmed by proper deeds to be executed between the parties.

of the premiſſes deviſed by his ſaid will to the ſaid *William Lint* and *Suſannah* his wife, in manner aforeſaid, by virtue of the will of the ſaid *John Litt*, deceaſed; and in caſe the ſaid *Mary Dorr* or her heirs ſhould refuſe to execute and deliver ſuch releaſe as aforeſaid, then it was his expreſs will that the whole of what he had given her, or her children, ſhould go, and he did thereby give, deviſe, and bequeath the ſame unto the ſaid *William Litt* and *Suſannah* his wife, their heirs, executors, adminiſtrators, and aſſigns, as by the ſaid wills and codicil (relation being thereto ſeverally had) may appear. *And whereas* the ſaid *William Lint* hath duly paid the ſaid annuity to the ſaid *Suſannah Litt*, to the feaſt of the birth of our Lord *Chriſt*, now laſt paſt: Now THIS INDENTURE WITNESSETH, that, for carrying into execution the intention of the ſaid *Nathaniel Litt* expreſſed in his ſaid will and codicil; and in conſideration of the ſum of fifty pounds of lawful money of *Great Britain* to the ſaid *Mary Dorr*, in hand paid by the ſaid *William Lint*, at and before the ſealing and delivery of theſe preſents, to and for her ſole and ſeparate uſe, purſuant to the will of the ſaid *Nathaniel Litt*, by and with the conſent, direction, and appointment of the ſaid *George Dorr* (teſtified by his being a party to, and executing theſe preſents) the payment and receipt of which ſaid ſum of fifty pounds, they the ſaid *George Dorr*, and *Mary* his wife, do hereby acknowledge, and thereof do acquit, releaſe, and diſcharge the ſaid *William Lint*

The annuity hath been regularly paid.

To carry the teſtator's will into execution.

Other conſiderations.

Lint and *Suſannah* his wife, their heirs, executors, adminiſtrators, and aſſigns, and every of them, for ever, by theſe preſents; and alſo for, and in conſideration of the ſum of five ſhillings apiece of like lawful money to the ſaid *George Dorr* and *Mary* his wife, *William Lint* and *Suſannah* his wife, and *Suſannah Litt*, in hand paid by the ſaid *Richard Reg*, at and before the ſealing and delivery of theſe preſents, the receipt whereof is hereby alſo acknowledged; and for barring, docking, deſtroying, and extinguiſhing of all eſtates tail, reverſions, and remainders thereupon depending, of and in the meſſuage, mill, lands, tenements, and hereditaments, herein after mentioned, to be hereby granted and releaſed, and for limiting and aſſuring the ſame to ſuch uſes, upon ſuch truſts, and to and for ſuch intents and purpoſes, and under and ſubject to ſuch proviſoes, limitations, and agreements, as are hereinafter expreſſed and declared, of and concerning the ſame, they the ſaid *George Dorr* and *Mary* his wife, *William Lint*, and *Suſannah* his wife, and *Suſannah Litt*, have, and each and every of them hath, granted, bargained, ſold, aliened, releaſed, and confirmed, and by theſe preſents do, and each and every of them doth, grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid *Richard Reg*, (in his actual poſſeſſion now being, by virtue of a bargain and ſale to him thereof made, by the ſaid *George Dorr* and *Mary* his wife, *William Lint* and *Saſannah* his wife, and *Suſannah Litt*, in conſideration of five ſhillings

And for barring eſtates, tail, &c.

The releaſe.

ſhillings, by indenture bearing date the day next before the day of the date of theſe preſents, for one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute for transferring uſes into poſſeſſion) and to his heirs; ALL that the ſaid meſſuage or tenement, with the yard and garden thereto belonging, and all that water mill thereto adjoining, called *Sabrid Mill*, and alſo all that piece or parcel of meadow ground lying behind the ſaid mill, called *The Mill Bank*, containing by eſtimation one acre and an half, or thereabouts, be the ſame more or leſs; and all that piece or parcel of meadow or paſture ground, called *The Mill Mead*, adjoining to the garden belonging to the ſaid meſſuage or tenement, and containing by eſtimation two acres and an half or thereabouts, be the ſame more or leſs, which ſaid laſt mentioned piece or parcel of ground was purchaſed by the ſaid *Nathaniel Litt* of *John Say*; all which ſaid meſſuage, mill, lands, tenements, hereditaments, and premiſſes, are ſituate, lying, and being in *Sabrid* aforeſaid, and are now in the tenure or occupation of the ſaid *William Lint* or his aſſigns; and alſo that cloſe or parcel of ground called *Long Field*, containing by eſtimation ſix acres or thereabouts, be the ſame more or leſs, ſituate, lying, and being between a wood called *Queen's Wood*, and a lane called *Cock Robin's Lane*, in the pariſh of *Wick*, in the ſaid county of *Hertford*, now in the tenure or occupation of *Noah*

Parcels.

Noah Lins or his aſſigns, and all houſes, out- General words.
houſes, edifices, buildings, barns, ſtables, yards, backſides, gardens, orchards, lands, meadows, paſtures, common of paſture, trees, woods and underwoods, and the ground and ſoil thereof, ways, paths, paſſages, lights, eaſements, rivers, ſtreams, waters, water courſes, ponds, ſluices, dams, hedges, ditches, mounds, fences, profits, commodities, and appurtenances whatſoever to the ſaid meſſuage, mill, lands, tenements, hereditaments, and premiſſes hereby granted and releaſed, or intended ſo to be, or any of them, or any part or parcel thereof, belonging, or in any wiſe appertaining, or with them, or any of them held, uſed, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member of them, or any of them; and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits thereof, and of every part and parcel thereof; and all the eſtate, right, title, intereſt, uſe, truſt, property, claim and demand whatſoever, both at law and in equity, and in poſſeſſion, reverſion, remainder, expectancy, or otherwiſe howſoever of them, the ſaid *George Dorr* and *Mary* his wife, *William Lint* and *Suſannah* his wife, and *Suſannah Litt*, and each and every of them, of, in, or to the ſame premiſſes and every part and parcel thereof,

TO HAVE AND TO HOLD the ſaid meſſuage, mill, Habendum.

lands, tenements, hereditaments, and all and ſingular other the premiſſes hereinbefore mentioned, and hereby granted and releaſed, or intended ſo to be, with their and every of their appurtenances, unto the ſaid *Richard Reg*, and his heirs, to the uſe and behoof of the ſaid *Richard Reg*, his heirs and aſſigns for ever, to the intent and purpoſe that he the ſaid *Richard Reg* may become a perfect tenant of the immediate freehold of the ſaid meſſuage, mill, lands, tenements, hereditaments, and premiſſes hereby granted and releaſed, or intended ſo to be, againſt whom a good and perfect common recovery may be thereof had and ſuffered before the end of *Hilary* Term now next enſuing, or ſome other ſubſequent term, upon a writ of *Entry ſur diſſeiſin en le poſt*, returnable and to be returned in His Majeſty's Court of Common Pleas at *Weſtminſter*, wherein the ſaid *Oliver Hum* and *Richard Kenrick* ſhall be demandants againſt the ſaid *Richard Reg*, tenant, who ſhall vouch to warranty the ſaid *George Dorr* and *Mary* his wife, and *William Lint* and *Suſannah* his wife, who ſhall appear, gratis, in perſon, or by their attorney or attornies thereunto lawfully authorized, and vouch over the common vouchee of the ſame court, who ſhall alſo appear, and after imparlance had, ſhall make default, ſo that judgment ſhall and may be given thereupon, and ſuch other proceedings had therein, that a good

To the grantee to make him tenant to the premiſſes, that a recovery may be ſuffered;

the manner thereof, and parties.

a good and perfect common recovery with double voucher ſhall and may be ſuffered of the ſame premiſſes, according to the uſual courſe and form of common recoveries for aſſurance of lands: AND it is hereby covenanted, declared, and agreed, by and between all the ſaid parties to theſe preſents, that from and immediately after the ſuffering and perfecting the ſaid common recovery, as well theſe preſents, and the grant and releaſe hereby made, as alſo the ſaid common recovery ſo as aforeſaid, or in any other manner to be ſuffered; and all and every other common recovery and recoveries, conveyances and aſſurances in the law whatſoever, already had, made, acknowledged, levyed, ſuffered, and executed, or to be had, made, acknowledged, levyed, ſuffered, and executed, of the ſaid meſſuage, mill, lands, tenements, and hereditaments before mentioned, to be hereby granted and releaſed, or any part or parcel thereof, ſhall be and enure and ſhall be conſtrued, adjudged, expounded, deemed, and taken to be and enure; and is and are hereby declared to have been at the time of the making, levying, ſuffering, and executing thereof, meant and intended to be and enure, to the ſeveral uſes, upon the ſeveral truſts, and to and for the ſeveral intents and purpoſes, and under and ſubject to the ſeveral proviſoes, limitations, and agreements hereinafter limitted, declared,

The uſes declared.

To ſatisfy the annuity.

declared, expreſſed, and contained, of and concerning the ſame; that is to ſay, to and for the uſe, intent, and purpoſe, that the ſaid *Suſannah Litt* and her aſſigns ſhall and may yearly and every year, for and during the term of her natural life, have, receive, and take by and out of the ſaid premiſſes one yearly rent charge, or ſum of 50*l.* of lawful money of *Great Britain*, clear of all taxes and deductions whatſoever, payable and to be paid at the *Bell inn* in *S*—— aforeſaid, by quarterly payments on the four moſt uſual feaſts or days of payment in the year, that is to ſay, the feaſts of the birth of our Lord *Chriſt*, the Annunciation of the bleſſed *Virgin Mary*, the Nativity of St. *John* the *Baptiſt*, and St. *Michael* the Archangel, in each year, by even and equal portions, without making any deduction or abatement thereout, or out of any part thereof, for taxes or any other account whatſoever; the firſt payment thereof to begin and be made on the feaſt day of the birth of our Lord *Chriſt* next enſuing the date hereof, according to the true intent and meaning of the ſaid laſt will and teſtament of the ſaid *Nathaniel Litt*, deceaſed; and in lieu, barr, and full ſatisfaction of the life annuity thereby given to her the ſaid *Suſannah Litt*, and of her dower, and of all right and title of dower, or thirds at common law, which ſhe can or may, or otherwiſe might have or claim, of, in, to, or out of

the

the ſaid meſſuage, mill, lands, tenements, hereditaments, and premiſſes hereby granted and releaſed, or any part thereof, or any other real eſtate whereof the ſaid *Nathaniel Litt* was ſeiſed or poſſeſſed; and to and for this further uſe, intent, and purpoſe, that if the ſaid yearly ſum of 50*l.* or any part thereof, ſhall be behind and unpaid by the ſpace of twenty days next over or after any of the ſaid feaſts or days of payment, whereon the ſame is herein-before appointed to be paid as aforeſaid, that then and ſo often, and from time to time, it ſhall and may be lawful to and for the ſaid *Suſannah Litt* and her aſſigns, into and upon the ſaid premiſſes hereby granted and releaſed, or any part thereof, to enter and diſtrain, and the diſtreſs and diſtreſſes then and there found to take, impound, ſell, and diſpoſe of, according to law, until ſhe or they ſhall be paid the ſaid yearly ſum and all arrears thereof, together with the charges of ſuch diſtreſs and ſale: *And* to and for this further uſe, intent, and purpoſe, that in caſe the ſaid yearly ſum of 50*l.* or any part thereof, ſhall be behind and unpaid by the ſpace of forty days next over or after any of the ſaid feaſts or days of payment, whereon the ſame ought to be paid as aforeſaid, although no demand be made thereof, then and ſo often it ſhall and may be lawful to and for the ſaid *Suſannah Litt* and her aſſigns, into and upon the ſaid meſſuage, mill, lands, tene-

Clauſe of diſtreſs.

Power of entry in caſe of non-payment of the annuity.

ments, hereditaments, and premiſſes hereby granted and releaſed, or intended ſo to be, or any part thereof, in the name of the whole, to enter, and the ſame to have, hold, and enjoy; and to receive and take the rents, iſſues, and profits thereof, and of every part thereof, to and for her and their own proper uſe and benefit, until ſhe or they ſhall thereby and thereout be fully ſatisfied and paid the ſaid yearly ſum of 50*l.* and all arrears thereof; and alſo ſo much thereof as ſhall incur and grow due during the time ſhe ſhall continue in poſſeſſion of the ſame premiſſes, after and by reaſon of ſuch entry as aforeſaid; together with all ſuch coſts, charges, loſs, and damages which ſhe or they ſhall be put unto, or any ways ſuſtain by reaſon of the non-payment thereof at the day and times aforeſaid; and ſubject unto and charged and chargeable with the payment of the ſaid yearly ſum of 50*l.* and the ſaid remedies for recovering the ſame to the uſe of the ſaid *William Lint* and *Suſannah* his wife, and the ſurvivor of them, and the heirs of the ſaid *Suſannah Lint*, during the natural life of the ſaid *Suſannah Litt*; and from and immediately after the deceaſe of the ſaid *Suſannah Litt*, then to the uſe of the ſaid *William Dans*, his executors, adminiſtrators, and aſſigns, for and during, and unto the full end and term of 500 years, from thence next enſuing, and fully to be compleat, and ended without impeachment

After the death of the annuitant to the uſe of a truſtee for a term of years.

impeachment of waſte upon the truſts hereinafter mentioned, and declared of and concerning the ſame term; and from and immediately after the end, expiration, or other ſooner determination of the ſaid term, and ſubject thereto, and to the truſts thereof, to the uſe and behoof of the ſaid *William Lint* and *Suſannah* his wife, for and during their natural lives and the life of the longer liver of them, without impeachment of waſte; and from and after the deceaſe of ſuch ſurvivor, to the uſe and behoof of ſuch and ſo many of the children of the ſaid *Suſannah Lint*, by the ſaid *William Lint*, begotten or to be begotten, for ſuch eſtate and eſtates, and in ſuch parts and proportions, and under and ſubject to ſuch conditions, reſtrictions, and limitations as they the ſaid *William Lint* and *Suſannah* his wife, ſhall at any time, during their joint lives, by any deed or writing under both their hands and ſeals, atteſted by two or more credible witneſſes, direct, limit, or appoint; and for want of ſuch appointment, to the uſe and behoof of the heirs of the body of the ſaid *Suſannah Lint*, by the ſaid *William Lint* her huſband, begotten or to be begotten; and for default of ſuch iſſue, to the uſe and behoof of the ſurvivor of them the ſaid *William Lint* and *Suſannah* his wife, and the heirs and aſſigns of ſuch ſurvivor for ever, and to and for no other uſe, intent, or purpoſe whatſoever.

Remainder to the children of the teſtator.

The term created to raiſe the money charged on the eſtates by the will of teſtator.

whatſoever. AND IT IS HEREBY DECLARED and agreed to be the true intent and meaning of theſe preſents, and of the parties hereunto, that the ſaid term of 500 years hereinbefore limited to the ſaid *William Dans*, his executors, adminiſtrators, and aſſigns, as aforeſaid, is ſo limited to him and them upon truſt, that he the ſaid *William Dans*, his executors, adminiſtrators, or aſſigns, ſhall and do immediately after the deceaſe of the ſaid *Suſannah Litt*, by and out of the rents, iſſues, and profits of the ſaid meſſuage, mill, lands, tenements, hereditaments, and premiſſes hereby granted and releaſed, or by mortgage, ſale, or other diſpoſition, of all or any part of the ſame premiſſes, for all or any part of the ſaid term of 500 years, or by all or any the ways or means aforeſaid, or any other ways or means, as the ſaid *William Dans*, his executors, adminiſtrators, or aſſigns ſhall in his or their diſcretion think fit, levy and raiſe the ſum of 250*l.* of lawful money of *Great Britain*, and pay the ſame within three months next after the deceaſe of the ſaid *Suſannah Litt*, to the ſaid *Andrew Litt*, one of the executors of the laſt will and teſtament of the ſaid *Nathaniel Litt*, in ſatisfaction and diſcharge of the like ſum thereby charged on the ſaid premiſſes, hereby granted and releaſed, and directed to be paid to the ſaid *Andrew Litt*, to and for the uſes, intents, and purpoſes therein mentioned, expreſſed, and

declared

declared of and concerning the ſame: And it is hereby further declared and agreed by and between the ſaid parties hereto, that when and ſo ſoon as the ſaid truſt, hereinbefore declared, of the ſaid term of 500 years ſhall be fully ſatisfied, perform-ed, and diſcharged, and the ſaid *William Dans*, his executors, adminiſtrators, and aſſigns, ſhall be fully reimburſed and ſatisfied all charges and expences occaſioned by or relating to the exe-cution of the truſts hereinbefore in him repoſed, or in caſe the ſaid ſum of 250*l.* ſhall within the time aforeſaid be fully ſatisfied and paid to the ſaid *Andrew Litt*, by the perſon or perſons then intitled to the freehold and inheritance of the ſaid premiſſes; then and either of the ſaid caſes the ſaid term of and in the ſaid premiſſes in-tended to be therein compriſed, or ſo much thereof as ſhall not be diſpoſed of, for the pur-poſes aforeſaid, ſhall from thenceforth ceaſe, determine, and be utterly void to all intents and purpoſes whatſoever, any thing herein-before contained to the contrary thereof in any wiſe notwithſtanding: *And* it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *William Litt*, from time to time, during his natural life, or after his deceaſe to and for the ſaid *Suſannah* his wife, in caſe ſhe ſurvives him, during her life, by indenture under their reſpective hands and ſeals, to demiſe and leaſe

Power to grant leaſes.

leaſe the ſame premiſſes, or any part thereof, to any perſon or perſons, for any term or number of years not exceeding twenty-one years in poſſeſſion, but not in reverſion, remainder, or expectancy, ſo as upon every ſuch leaſe there be reſerved and made payable, during the continuance thereof, the moſt and beſt improved yearly rent or rents that can be reaſonably had or obtained for the ſame, without taking any ſum or ſums of money or other thing by way of fine or income, for or in reſpect of ſuch leaſe or leaſes, and ſo as none of the ſaid leaſe or leaſes be made diſpuniſhable of waſte, and that in every ſuch leaſe there be contained a clauſe of re-entry for nonpayment of the rent or rents, to be thereby reſerved; and that the leſſee and leſſees to whom ſuch leaſe or leaſes ſhall be made, ſeal and deliver counterparts of ſuch leaſe and leaſes: AND the ſaid *George Dorr*, *William Lint*, and *Suſannah Litt*, for themſelves ſeverally, and for their ſeveral and reſpective heirs, executors, and adminiſtrators, and not jointly, or the one for the other or others, or for the acts of the other or others of them, but for their own reſpective acts, only do, and each and every of them doth hereby covenant, promiſe and agree, to and with the ſaid *Oliver Hum* and *Richard Kenrick*, their heirs, executors, and adminiſtrators, in manner following, that is to ſay, that the ſaid meſſuage, mill, lands, tenements, here-

The premiſſes ſhall remain ſubject to the limitations herein declared.

hereditaments, and premiſſes hereby granted and releaſed, or intended ſo to be, with their and every of their appurtenances, ſhall or lawfully may from time to time, and at all times hereafter, remain, continue, and be, to, for, and upon the ſeveral uſes, truſts, intents, and purpoſes, and under and ſubject to the proviſoes, limitations, and agreements hereinbefore mentioned, expreſſed, and declared of and concerning the ſame, and ſhall and may be peaceably and quietly held and enjoyed accordingly, without the lawful let, ſuit, trouble, interruption, claim, or demand of or by the ſaid *George Dorr* and *Mary* his wife, *William Lint* and *Suſannah* his wife, and *Suſannah Litt*, or any of them, their or any of their heirs or aſſigns, or any other perſon or perſons lawfully claiming or to claim by, from, or under them, or any of them; *And further*, that they the ſaid *George Dorr* and *Mary* his wife, *William Lint* and *Suſannah* his wife, and *Suſannah Litt*, and each and every of them, and the heirs of them, each and every of them, and all and every other perſon or perſons having or lawfully claiming, or to claim any eſtate, right, title, truſt, or intereſt of, in, to, or out of the ſaid premiſſes hereby granted and releaſed, or any part thereof, by, from, under, or in truſt for them, any or either of them, ſhall and will from time to time, and at all times hereafter, upon every reaſonable requeſt

Covenant for further aſſurances.

queſt of the ſaid *Oliver Hum* and *Richard Kenrick*, or the ſurvivor of them, his heirs, executors, or adminiſtrators, but at the coſts and charges in the law of the ſaid *George Dorr* and *William Lint*, their heirs, executors, or adminiſtrators, make, do, acknowledge, levy, ſuffer, and execute, or cauſe and procure to be made, done, acknowledged, levyed, ſuffered, and executed, all and every ſuch further and other lawful and reaſonable act and acts, deed and deeds, conveyances and aſſurances in the law whatſoever, be the ſame by fine or fines, or other matter of record or otherwiſe, for the further, more perfect and abſolute conveying, ſettling and aſſuring the ſaid meſſuage, mill, lands, tenements, hereditaments, and premiſſes hereinbefore mentioned and hereby granted and releaſed, or intended ſo to be, with their appurtenances, to ſuch uſes, upon ſuch truſts, and to and for ſuch intents and purpoſes, and under and ſubject to ſuch proviſoes, limitations, and agreements as are hereinbefore limited, expreſſed, declared, and contained, of and concerning the ſame, as by the ſaid *Oliver Hum* and *Richard Kenrick*, or the ſurvivor of them, his heirs, executors, or adminiſtrators, or his or their counſel learned in the law, ſhall be reaſonably adviſed or deviſed and required. In WITNESS, &c. *I approve of this draught.*

MAT. DUANE.

A Releaſe

A Releaſe of Dower.—Peruſed by Mr. Rivet. No. XVII.

THIS indenture tripartite, &c. between *George Trip*, of *&c.* and *Ann* his wife, of the firſt part; *Mary Gore*, of, *&c.* widow of *William Gore*, late of, *&c.* deceaſed, of the ſecond part; and *John Main*, of, *&c.* of the third part. *Whereas* the ſaid *George Trip* and *Ann* his wife, by their indentures of leaſe and releaſe, bearing date reſpectively on or about the 9th and 10th days of ——, in the year of our Lord 17—, for the conſiderations therein mentioned, did grant and releaſe unto the ſaid *John Main*, his heirs and aſſigns, all that the manor of ——, with the appurtenances, in the county of *N*——. And alſo the ſaid *George Trip*, and *Ann* his wife, by their indentures of leaſe and releaſe, bearing date reſpectively on or about the 15th and 16th days of ——, in the year of our Lord 17—, in conſideration of —*l.* did grant and releaſe unto the ſaid *John Main* and his heirs all thoſe ſeveral meſſuages or tenements, with the appurtenances, ſituate, lying, and being within the town of *S.* in the ſaid county of *N*——, now in the ſeveral occupations of *A. B.* and *C. D.* as in and by the ſaid in part recited indentures, relation being thereunto reſpectively had, may more fully and at large appear. *And whereas* the

Eſtates conveyed to a purchaſer.

A perſon entitled to dower,

the ſaid *Mary Gore* hath, or claimeth to have, a right or title of dower of, in, and unto the ſaid manor, and all and ſingular other the premiſſes ſo granted and releaſed to the ſaid *John Main*, his heirs and aſſigns; and the ſaid *Mary Gore* being, at the time of making the conveyances as aforeſaid, under the age of twenty-one years, and ſo not capable to releaſe or diſcharge her right or title of dower, which ſhe then had or claimed to have, of, in, and to the ſaid manor, meſſuages, lands, tenements, hereditaments, and premiſſes, the ſaid *George Trip* did therefore covenant that the ſaid *Mary Gore* ſhould releaſe all her right and title, claim and demand of dower, in and unto the ſaid manor, meſſuages, lands, tenements, hereditaments, and premiſſes, when, and as ſoon as, ſhe attained the age of twenty-one years. Now THIS INDENTURE WITNESSETH, that the ſaid *Mary Gore*, late wife of the ſaid *William Gore*, deceaſed, (being at the ſealing and delivery hereof above the age of twenty-one years) for and in conſideration of the ſaid covenant, and of an agreement had and made between the ſaid *George Trip* and *Ann* his wife, and the ſaid *Mary Gore*, for payment by the ſaid *George Trip* unto the ſaid *Mary Gore*, of a certain annuity or yearly rent, during the term of her natural life, in lieu and full ſatisfaction of all and all manner of dower, right and title of dower whatſoever, which

which ſhe the ſaid *Mary Gore* hath, or may, ſhould, or of right ought to have, or claim, of, in, or out of all and every the ſaid manor of ———, with the appurtenances; or any the meſſuages, lands, tenements, or hereditaments whatſoever, granted and releaſed, or mentioned by the ſaid indentures, or any of them, to be granted and releaſed to the ſaid *John Main*, his heirs and aſſigns as aforeſaid; and alſo, in conſideration of the ſum of 5*s.* to her the ſaid *Mary Gore* in hand paid by the ſaid *John Main*, ſhe the ſaid *Mary Gore* hath remiſed, releaſed, and for ever quitt claimed, and by theſe preſents *doth* freely, clearly, and abſolutely remiſe, releaſe, and for ever quit claim unto the ſaid *John Main*, his heirs and aſſigns, all and all manner of dower, right and title of dower whatſoever, which ſhe the ſaid *Mary Gore* now hath, may, might, ſhould, or of right ought to have, or claim, of, in, to, or out of the ſaid manor of ———; or of, in, to, or out of the ſaid meſſuages, lands, tenements, and hereditaments, or any of them, ſo granted and releaſed, or mentioned to be granted and releaſed, to the ſaid *John Main*, his heirs and aſſigns, by the ſaid ſeveral indentures of releaſe, and all and all manner of action and actions, writ and writs of dower, and right whatſoever. And the ſaid *Mary Gore*, for herſelf, her heirs, executors, and adminiſtrators, and for every of them, doth covenant,

who hereby releaſes.

And covenants that the purchaſer ſhall peaceably enjoy.

venant, promiſe, and grant, to and with the ſaid *John Main*, his heirs and aſſigns, by theſe preſents, that neither ſhe the ſaid *Mary Gore*, or any other perſon or perſons whatſoever, for her or in her name, any manner of action or writ of dower, or any manner of right or title of dower, of, in, or to the ſaid manor of ———, and the ſaid meſſuages, lands, tenements, and hereditaments, or of, in, or to any part or parcel thereof, at any time hereafter, ſhall or may have claim, challenge, or demand againſt the ſaid *John Main*, his heirs, or aſſigns; but that the ſaid *John Main*, his heirs, and aſſigns ſhall and may peaceably have, hold, and enjoy the ſaid manor, meſſuages, lands, tenements, hereditaments, and premiſſes ſo granted and releaſed as aforeſaid, without the lawful let, ſuit, trouble, eviction, interruption, or diſturbance whatſoever of the ſaid *Mary Gore*, her executors, adminiſtrators, or aſſigns, or of any perſon or perſons lawfully claiming or to claim, by, from, or under her, them, or any of them. IN WITNESS, &c.

THE END OF THE THIRD VOLUME.

Ex. JLC
9/8/15